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SPIRIT OF THE SOUTH;



OR,

PERSECUTION IN THE NAME OF LAW

AS ADMINISTERED IN VIRGINIA.

RELATED BY SOME VICTIMS THEREOF.

ALSO

ITS EFFECTS UPON THE NATION

AND ITS

GENERAL GOVERNMENT.



WASHINGTON, D.C.:
PUBLISHED FOR THE TRADE AND THE PEOPLE.
1869.



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Book T55

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L.C.

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PERSECUTION IN THE SOUTH.

PART I.

THE following pages are put together, and circulated publicly, in order to call attention to the persecutions which Union men have to undergo in the Southern States, sanctioned and abetted by the administrators of the law there.

For this purpose it is thought that a detailed circumstantial and *somewhat minute* account, though in very general terms, of some of the sufferings of a family of ten persons, in the Town of Fredericksburg, in the State of Virginia, verified upon oath, together with a statement of their *fruitless attempts* to get redress, or obtain protection, through the channels *expressly ordained* for those purposes by Congress, may be the most fitting mode; to fulfil which use, these pages are now given to the public, as also in the hope of assisting its enlightenment thereon, whereby it may form a more correct judgment.

The following sworn statement, presented officially to the Secretary at War, will best open the case: it is as follows, namely, —

To GEN. SCHOFIELD, *Secretary at War, &c.*

Luther C. Tibbets, James B. Summons, Edward Brodribb, and Francis J. Tibbets, being duly sworn, say, each for himself, as it respects the particular circumstances applying to himself, and the whole together as it respects the common facts known to them all, as alleged herein, — That the said Luther C. Tibbets hired a house and store of one John Coakley of Fredericksburg, Va., under a written agreement, for the term of one year or more, from the first day of May, 1867, at the yearly rent of \$700, payable monthly, — that is to say, by monthly payments of \$58.33, — the first of which payments was to be made on the first day of June, 1867, and a like payment on the first day of every subsequent month during the tenancy under said agreement; and that the said Luther C. Tibbets rented the store belonging to said house to the above said James B. Summons, his son-in-law, at the rent of \$400 per annum; and that the said Luther C. Tibbets assisted the said James B. Summons, his son-in-law, in the said store, and in the purchase of goods for the same; and that he, said Tibbets, lived with his family in the house over said store, where the above said Francis J. Tibbets, his son, lived with him, and the said J. B. Summons and his wife, and the above said Edward Brodribb, boarded with him, the said Luther C. Tibbets.

That the monthly payment of \$58.33 for the house and store was duly paid by the said Luther C. Tibbets to the said John Coakley, on the first day of every month, except when that day fell on a Sunday, when it was paid on the follow-

ing Monday; and that the rent was so paid up to Monday, the second day of December, 1867.

That about the end of November, 1867, a Baltimore house made a claim of \$410 against the said J. B. Summons, to which claim said Summons had a just ground of resistance, of which he gave the parties making said claim due notice, stating that he should not pay it, and his reasons why, and that he should defend himself against any action that may be brought against him on account thereof. That no action was brought, consequently that no judgment was obtained against him, nor any execution sued out against him. That, notwithstanding this, on or about the thirtieth day of November aforesaid, the sheriff came into the store, and took possession of it, and of all the stock therein, without a moment's notice, and closed it all up preparatory to a sale by him under authority of an attachment sued out of the Corporation Court of Fredericksburg, on the affidavit of some one that the said Summons was contemplating to run away to defraud his creditors; upon which attachment, sued out upon such affidavit, without any proof of the allegation contained therein being true,—the truth of which allegation the said Summons altogether hereby distinctly and positively denies,—these summary proceedings were taken and executed.

That to act uprightly and honorably, and to avoid all needless trouble and vexation, the said Summons consented, under a written agreement with claimants' attorneys, that the sheriff should proceed at once to the sale of the goods, without waiting for any decree of the Court therefor, on the condition that the said sheriff should hold the amount of claim and costs in his hands, after making such sale, until the action seeking recovery of the same should be decided.

That in the mean time, while these proceedings were going on, said claimants had urged another house, to whom they had introduced said Summons, to draw upon him, at five days' date, for \$102, although the claim for which said draft was made was not due for thirty days yet to come; that notwithstanding this, upon the said draft being presented at the store through the bank in Fredericksburg, said Summons signed it, as agreeing to pay the draft on its maturity which would be in two or three days; and this draft, it was also agreed, should be paid out of the proceeds of said sale; and the sheriff was authorized by said Summons to do so accordingly, although no legal proceedings whatever had been taken in this matter. This brought the claims, with costs, to be satisfied by the sheriff out of the proceeds of the sale of Summons's goods, to about \$580 altogether.

The sale under this agreement commenced on Wednesday, the fourth day of December aforesaid, carried on by deputy-sheriff and sergeant of the Corporation Court of Fredericksburg, John S. G. Timberlake, and his auctioneer, Gabriel Johnston; and on that day enough proceeds to cover said amount of \$580 were realized therefrom.

On Thursday morning following, said J. B. Summons wrote to the complainants' attorneys a letter, in which he stated, that—as he saw clearly that he could obtain no justice from any court in Fredericksburg, and that he could trust no one there to defend him (even if they would undertake it, which he did not think they would), except themselves (meaning claimants' attorneys), who were employed against him, and whom he *could* trust—he should offer no further opposition to the claim of their clients; and he therefore authorized the sheriff to settle the matter at once, without further trouble or costs, restoring to him possession of his store, and the remainder of his goods that were unsold. This was done, apparently in the most amicable manner, by the attorneys and sheriff, and legal discharge given by them of all claim on said Summons; after which, the same auctioneer, said Gabriel Johnston, was engaged by said J. B. Summons, at a commission of ten per cent, to finish the sale of the goods remaining in the store, on his (J. B. Summons's) own account, and to pay the proceeds thereof over to himself or his order, and to no one else; which engagement said Gabriel Johnston agreed to and accepted.

As soon as this arrangement became known, the landlord, said John Coakley, put in a claim to have said Luther C. Tibbets's rent, *to become due up to May 1*, amounting to \$291.67, collected out of said goods of said Summons, although no rent was due, nor would become due, till the first day of January next, when \$58.33 only would become due, under said agreement of May 1, 1867, between said John Coakley and Luther C. Tibbets; and this without making any demand whatever, or giving any notice whatever, either to Luther C. Tibbets or to J. B. Summons.

The said auctioneer, Gabriel Johnston, upon whom the claim for rent was made by said John Coakley, declared the claim to be untenable, and refused to sell for that purpose, but went on selling all day, *avowedly* for and on account of said J. B. Summons. In the evening of that day, Thursday, the 5th of December, said J. B. Summons asked said auctioneer, Gabriel Johnston, for the keys of his (J. B. Summons's) store, that he might himself keep possession thereof; but said Johnston made some excuse, saying he would hand them over to him to-morrow. This awakened his suspicions; and on the following morning, Friday, the 6th, to test the matter, he asked the auctioneer, Johnston, for fifty dollars on account of what he (Johnston) had sold for him (Summons) on the previous day. This sum the auctioneer refused to pay over to him (Summons), saying that he (Johnston) was going to hold it against Tibbets's rent of \$291.67, to become due up to 1st of May next. The sheriff, through his deputy, John S. G. Timberlake, supported the auctioneer in this, though *neither of them*, when asked therefor, *showed any authority for so doing*, either from any court, or from the mayor, or from any justice of the peace, or even from the landlord himself, or, indeed, from any person whomsoever; and they declared, moreover, that *they had no written authority whatever therefor*, but only instructions of the landlord himself, said John Coakley, to *thus collect his rent to become due from said Tibbets between this date, Dec. 6, 1867, and May 1, 1868, out of the goods of said J. B. Summons*, without giving either said Summons or said Tibbets any notice thereof whatever, or without making any demand whatever, or even any application whatever, in respect thereof, on either said Summons or Tibbets.

Upon this declaration by Timberlake and Johnston, said Luther C. Tibbets, engaged by said Summons in his store, declared that no more goods should go out of the store till a settlement of accounts was come to by the auctioneer. There were in the store at this time, the auctioneer Gabriel Johnston, the deputy-sheriff John S. G. Timberlake, Luther C. Tibbets and his wife, and James B. Summons, with one or two other persons whose names we do not at present remember. Said Tibbets then placed himself at the door of the store, one half of which (being two glazed doors) was open, and the other half shut. There he stood, and declared that any more goods that were taken from the store, to rob his son-in-law in such a barefaced manner, should pass over his dead body: at the same time he offered to pay all demands which the sheriff had against his son-in-law, J. B. Summons, if he, the sheriff, *would show his authority to collect the same*; to which Timberlake, the deputy-sheriff and sergeant of the Corporation Court, replied "*I have no demand but for the rent, for which I have no authority to show*"; and upon this declaration said Tibbets drew a dirk-knife, and put himself into an attitude to strike at the first person who should attempt to pass more goods out of the store.

As soon as Mrs. Tibbets saw this, she sprang towards her husband, and seized his arm to prevent him from striking any one with the knife. The auctioneer Johnston, with the deputy-sheriff Timberlake, then pushed themselves on to said Tibbets and tried to force him and his wife out of the store into the street, which brought James B. Summons into the scuffle, together with his wife and her sister, Joanna Tibbets, who had just then entered the store on hearing the disturbance there. After a struggle, the said Johnston and Timberlake pushed them all out of the store into the street; and said deputy-sheriff

Timberlake locked the door of the store, and put the key in his pocket (which he has never since returned), Mrs. Tibbets still having hold of the wrist of her husband's hand that held the knife, the blade of which was close to the fleshy part of her left hand, and with her other hand trying to protect her husband from the violence offered to him by a mob of persons who by this time had collected around them. At this point, said Edward Brodribb, boarder in Tibbets's house, heard a great noise in the street, and recognizing, as he thought, Mr. and Mrs. Tibbets's voices, ran out from the house into the street, and there found said Luther C. Tibbets in the hands of several men trying to strangle him to death. He heard said Tibbets say that he would not leave his wife, and saw her struggling in the midst of the crowd with the knife-part of the dagger in her hand, her hand being all bloody and terribly cut. He, said Brodribb, immediately made his way up to Tibbets and his wife, got hold of Tibbets's hand, and tried to get the knife from him. At this time Tibbets was black in the face with strangulation, his tongue hanging out of his mouth, and he and his wife being pushed about from side to side, and on all sides, by the mob of people present; while his children had all gathered about him, trying to help him and their mother.

After a little pressure on the part of said Brodribb, the knife in Tibbets's hand was yielded up by him to said Brodribb; Mrs. Tibbets was disengaged from her husband, taken into the house bleeding terribly from her hand, in which was a cut into which you could lay your fore-finger, perhaps your two fore-fingers; and said Luther C. Tibbets was taken by the mob to the mayor's office, his clothes almost torn off his back. In the house, the wound in Mrs. Tibbets's hand was sewn up by two doctors, from which she suffered a good deal, but still more from the re-action of her nervous system, to quiet which it was necessary to give her a very powerful dose of morphine.

In the mean time said Luther C. Tibbets was at the mayor's office in charge of deputy-sheriff Timberlake; and with him were J. B. Summons, and his son Francis J. Tibbets, the latter of whom came, at his father's request, for said Brodribb to go there to him, who, on going there, found said Tibbets charged before the mayor, by said deputy-sheriff John S. G. Timberlake, with obstructing an officer of the law in the execution of his duty.

The prosecutor offered what evidence he had; and then said Tibbets's counsel, Major Braxton, the attorney who had been employed by the Baltimore House to collect the claim of \$410, addressed the court on behalf of prisoner, said Tibbets, declining to call any witnesses, but spoke of the prisoner as oppressed by laws, *unjust*, though they were laws, and testifying to the court how honorably and honestly and uprightly he, said prisoner, had acted in the claim against his son-in-law Summons, out of which these proceedings may be said to have grown; adding that, though he, the counsel, differed from him, the prisoner, in politics, — as did *all* in that court, — yet that he, the prisoner, had acted in all respects as an honest, upright, good citizen, — as even the deputy-sheriff Timberlake testified, — until, goaded to madness by the fury of the oppression brought to bear against him, he drew his knife, for which he was now brought to answer to this court, to whom he, the counsel, appealed to deal as mercifully with the prisoner, under all the circumstances, as the court may feel justified in doing.

The result was, that the court bound said Tibbets over in two bondsmen of \$200 each, and himself in another bond of \$200 to appear on the following Tuesday, the 12th of December, to answer any complaint which the grand jury may prefer against him, — to whom the court would send the case, — and also bound himself, said prisoner, in a further bond of \$200, to keep the peace for six months. After delivery of this decision by the court, two gentlemen, both of whom had been officers in the Confederate army, viz., Mr. John Hoomes, and Mr. Roy Mason, offered themselves to go bail for said prisoner (Mr. Hoomes having seen the whole transaction in the street from the commencement); which being duly executed, the prisoner was liberated.

On Thursday the 12th of December, accordingly, said Luther C. Tibbets appeared in the court of the corporation of the city of Fredericksburg, and was informed that his trial, for obstructing an officer of the law in the execution of his duty, would come on in that court on the following day at eleven o'clock of the forenoon; when and where he then appeared, and answered the complaint brought against him by the District Attorney for the Commonwealth of Virginia, Judge Barton; which, after evidence and arguments on both sides, was given in charge of the jury at three o'clock in the afternoon: but who, being unable to agree at the time the court rose,—namely half-past four,—were allowed to go home under instructions from the court, with directions to re-assemble there in court the next morning at ten o'clock; which they did, when they were again remanded to their room; and in about two hours after, they came into court, saying that they could not agree as to their verdict, and that there was no chance of their doing so. They were, however, on the motion of the District Attorney, again remanded to their room, where they remained till three o'clock in the afternoon, when they again came into court, and stated the same thing; upon which the court suggested that a juror be withdrawn, which being done, the court discharged the jury.

The District Attorney for the Commonwealth then moved that the further trial be put off till the quarterly meeting of the court in March next; but counsel for the prisoner moved that it be put off only till the next monthly meeting of the court, on the 14th of January next, which was assented to by the court.

The District Attorney then moved to have prisoner bound over in a fresh bail of at least \$200, if not more; but prisoner's counsel moved that it be a very light amount of bail, such as to mark the opinion of the court as to its sense of the probability of prisoner's being found guilty. And after arguments on both sides, the court directed \$100 bail to be given; which being done, prisoner was again liberated till Tuesday the 14th of January next, then and there to answer the charge at another trial. On that day, said Luther C. Tibbets again surrendered himself to trial: on which occasion the jury, after a retirement of about twenty minutes, came into court with a verdict of "not guilty."

This affidavit further shows and declares, that the said auctioneer Gabriel Johnston, has returned account of sales made at the store for said J. B. Summons Dec. 4, 1867, amounting to gross \$816.35, less commission &c., \$81.63, net proceeds \$734.72, of which he paid over to the sheriff the sum of \$731.88, leaving a balance in his hands now due said Summons of \$2.84. Of the disbursement and payment of this sum of \$731.88, the sheriff has furnished to J. B. Summons's attorneys the following account, namely:—

Miller & Co., Baltimore claimant.

| | |
|--|----------|
| Debt | \$410.10 |
| Interest | 4.24 |
| Costs | 8.45 |
| <hr/> | |
| Total of Miller & Co's. claim and costs | \$422.79 |
| Sheriff's commission | 17.42 |
| <hr/> | |
| Total paid sheriff on this account | \$440.21 |
| Amount collected for John Coakley on account of rent, to become due from Luther C. Tibbets up to May 1, 1868 | 291.67 |
| <hr/> | |
| Total | \$731.88 |

At the time the store and contents were taken possession of by the sheriff, there were about *three thousand dollars'* worth of stock there, for which only the

above \$816.35 have been returned to us: both the store and stock unsold remaining in possession of the sheriff, who locked up the store and put the key in his pocket, on Friday the 6th December, as before stated: and after the sales were over, and the demands satisfied, there still remained in the store a large amount of goods unsold, and which are still in the possession of the sheriff, or of the auctioneer, unaccounted for in any way to us.

Thus the sheriff appropriated the sum of \$291.67 to John Coakley's rent, *not one dollar of which was yet due*, and none of which would become due till the first day of the next month, when only \$58.33 would become due, and a like sum every first day of the next four months, which sum of \$291.67 was collected by said sheriff without any legal authority whatever, as was admitted by his deputy, John S. G. Timberlake, in open court upon the aforesaid trials; and at the same time said sheriff left unsatisfied and unpaid the draft for \$102 presented through the bank, payment of which, said Summons had agreed that the sheriff should make out of the goods to be sold on the said 4th of December, and which payment said sheriff had accepted and agreed to make, *but which he did not make*, but instead thereof appropriated that sum with other funds thus illegally obtained by him, to the payment of the rent of said John Coakley, who is one of the justices of the said Corporation Court of Fredericksburg, and who sat on the bench, as one of the judges of that court, at the first trial of said Tibbets on the 13th December, 1867.

This affidavit further shows and declares, that on the first day of January 1868, said J. B. Summons gave to said Luther C. Tibbets two orders on J. S. G. Timberlake sergeant for the Corporation Court of Fredericksburg, and deputy sheriff as aforesaid,—one order for \$58.33 and the other for \$233.34, together \$291.67. In company that day with the said Edward Brodrribb, said Luther C. Tibbets met said J. S. G. Timberlake in company with said Coakley in the former store of Mr. Baker on Maine Street, and gave to said Coakley said order of said Summons for \$58.33 on said Timberlake, in payment of his, Tibbets's, month's rent due that day, which said Coakley accepted upon the promise of the deputy sheriff Timberlake to pay the same, and for which amount of rent, when paid, he, Coakley, promised to send said Tibbets a receipt, *but which he never did send*. Said Tibbets then presented the other said order of said Summons for \$233.34 to said Timberlake *for payment to himself said Tibbets*, which said order said Timberlake read, and said that he had the money in his hands, *but could not pay it over to said Tibbets unless said Coakley consented*. Said Tibbets then asked said Coakley if he would consent to said Timberlake's paying over the money, on said order of J. B. Summons, *to said Tibbets*, at the same time giving said Coakley said order, which he, Coakley, read, and to which he then replied, that he could not consent to said Timberlake's paying him, Tibbets, the money, *unless he, Tibbets, gave him, Coakley, security*. Said Coakley further said, at that time, in the presence of said Edward Brodrribb, *in reply to some remark of said Tibbets that he was apprehensive he might have further trouble about this rent unless Coakley would then and there give him a receipt for the same up to the first of May next*,—said Coakley said that he would give him, Tibbets, no receipt for such rent now, *but would take the money by monthly instalments from the sheriff as the rent became due*, and would give the sheriff receipt for the same month by month as he received it; but that, *so far as said Tibbets was concerned*, he need be under no apprehension whatever, as he, Coakley, would take no further action whatever in the matter as against Tibbets, but would look to the sheriff for payment month by month as it became due, which payments Deputy Sheriff Timberlake then and there promised faithfully and regularly to make month by month on account of said Tibbets's rent as it became due, *on which declaration and promise resting, as on those of honorable and truthful men, said Tibbets and Brodrribb left said Timberlake and Coakley, and went their way*.

This affidavit further shows and declares that, the drawers of the said draft of

\$102 on J. B. Summons, received by Armstrong, Cater, & Co., brought action against said Timberlake, Coakley, and others, to recover from them said amount of \$102 out of the funds so misappropriated by them to pay said rent to Coakley, and that on the twenty-eighth day of May, 1868, at a circuit court held for the county of Spotsylvania, the said cause was heard, and the court adjudged, ordered, and decreed "that whenever the plaintiffs or some one for them shall execute a bond with good and sufficient security, conditioned to save the defendant Coakley harmless from loss of rent due him from the defendant Tibbets, for the months of March and April, 1868, should said defendant Coakley be unable to make the same out of any property on the leased premises properly liable for such rent, then the sergeant Timberlake shall, out of the \$175 retained in his hands to satisfy rent due Coakley, pay over to the plaintiffs, Armstrong, Cater, & Co., or their attorneys, the sum of \$102.25, with interest thereon from the 28th November, 1867. And the court further directs that any balance remaining in the hands of the sergeant of the \$175, after satisfying the debt of Armstrong, Cater, & Co., shall be paid over to the defendant John Coakley."

And this affidavit further shows and declares, that on the first day of June, 1868, the said Luther C. Tibbets paid to the said John Coakley the amount of \$58.33, being the amount *due on that day for rent since the 1st of May last*, up to which time the rent had been paid by the \$291.67 retained in the hands of the sheriff for that purpose.

And this affidavit also further shows and declares, that on the afternoon of Tuesday the second day of June, 1868, a distress warrant was served on said Luther C. Tibbets, on behalf of said John Coakley, for \$106 for rent alleged to be due to him previous to, and on the first day of May, 1868, which claim was *for part of the same rent* that said Coakley promised on the 1st of January last, in the presence of said Edward Brodribb, "said Tibbets need be under no apprehension about it whatever, as he, Coakley, would take no further action whatever in the matter as against Tibbets, but would look to the sheriff for payment month by month as it became due." To satisfy this demand of \$106, under this distress warrant, the officer serving the same informed said Luther C. Tibbets that he, the officer, must take goods to secure it, and wished said Tibbets to give him a list of the same. Said Tibbets at once locked all the doors in the house, and told said officer that if he took the goods he must break open the doors, and if did that, he would do it at his peril: that he, Tibbets, should use no physical force, but that he should fight said Coakley, in law, inch by inch. The officer remained in the house for the space of two hours, and then left.

On this the mayor, Charles E. Mallam, issued a warrant for the arrest of said Tibbets; and on Friday, the 5th of June, put him under bonds of \$100, to answer any charge which the Grand Jury may prefer against him. Said Tibbets informed the mayor that he had no bondsmen to offer: on which the mayor ordered him to be locked up in the common jail, which was done accordingly; but in about three hours afterwards he was liberated, on bail being volunteered for him by some Union men, and accepted.

On the following day, Tibbets sent for the officer, and arranged with him about the articles to be levied upon under the distress-warrant; and on Monday, the 8th of June, said officer came, and demanded said furniture, and removed it from the house; and, on the 26th of June, said furniture was sold at public auction by aforesaid Gabriel Johnston, and said distress-warrant satisfied by a great sacrifice of said Luther C. Tibbets's household furniture, making it indeed a *distress-warrant*. On Thursday the 9th day of July, the meeting of the Corporation Court, to which said Tibbets was again bound over, took place; when it was announced in open court that the Grand Jury refused to find a "true bill" against him on the indictment of Judge Barton, the District Attorney for the Commonwealth of

Virginia, to answer which the said Tibbets had been bound over by Mayor Mallam; and on Friday the 10th of July, the said District Attorney, notwithstanding the refusal of the Grand Jury to find a true bill against him, moved the Court, that said Tibbets be called up for trial for impeding the officer of the law in the execution of his duty; which was done accordingly, and to which said Tibbets pleaded "not guilty." After examination by the District Attorney of the officer J. A. Taylor and Mayor Mallam, the District Attorney announced to the Court that he was unable to sustain the charge, and therefore moved that the case be dismissed; which was done accordingly.

This affidavit further shows and declares, that on the 17th day of July, 1868, said Luther C. Tibbets caused the following notice to be served on said John Coakley, by aforesaid officer J. A. Taylor, to wit: —

Circuit Court of Spotsylvania County, Virginia.

ARMSTRONG, CATER, & CO.,

against

TIMBERLAKE, COAKLEY, & OTHERS.

To JOHN COAKLEY, Esq.

Please to take notice, that upon the decree of this Court, rendered May 28, 1868, to wit, "that whenever the plaintiffs, or some one for them, shall execute a bond with good and sufficient security, conditioned to save the defendant Coakley harmless from loss of rent due to him from the defendant Tibbets for the months of March and April 1868." Now, therefore, the rent having been paid to you by said Tibbets, I demand of you said bond, assigned over to me unimpaired.

(Signed)

LUTHER C. TIBBETS.

On the back of which notice the officer has made the following return, to wit: —

"FREDERICKSBURG, July 17, 1868.

"I hereby certify that a true copy of the within notice was delivered to John Coakley by me.

(Signed)

JAMES A. TAYLOR, D. S.

"Mr. Coakley declaring there is no bond in his possession now, nor at any time previous to the service of the copy of the within notice."

(Signed)

J. A. TAYLOR, D. S.

That consequently the issue of the distress-warrant on behalf of said Coakley on the 2d day of June, under which said Tibbets's household furniture was seized and sold, and he himself, as a consequence thereof, incarcerated in the common jail, and put upon his trial for a misdemeanor, was *illegal*, because said Coakley did not *first take bond*, as directed by the Court in its decree of May 28, which says that, "whenever the plaintiffs, or some one for them, shall execute a bond with good and sufficient security, &c., then the Sergeant Timberlake shall, out of the \$175 retained in his hands to satisfy rent due Coakley, pay over to the plaintiffs, Armstrong, Cater, & Co., or their attorneys, the sum of \$102.25, with interest thereon from 28th November, 1867." And that therefore the Sergeant Timberlake had no *legal right* to pay over to said Armstrong, Cater, & Co., or their attorneys, the said sum of \$102.25 and interest; and that *before* the said Sergeant *did lawfully pay over* said sum to said plaintiffs or their attorneys, *there was no rent due, even under this decree of the Court*, upon which any distress-warrant could be *legally sued out*, and issued at the suit of said Coakley against said Tibbets.

And this affidavit further shows and declares, that therefore said Tibbets considered that said Coakley had got two months' rent, by seizure of his (Tibbets's) goods, to which he was not entitled; and that for this reason said Tibbets did not send to said Coakley (as had been hitherto his custom) on the days the rents became due, either the rent due on the 1st July, or on the 1st August; nor was said Tibbets even applied to by said Coakley, or by any person in his behalf, for the rent due on either of those days, until after said Tibbets had, on the 1st September, sent to said Coakley the amount of rent *due on that day* (viz., \$58.33), when he, said Coakley, for the first time, demanded the sum of \$175 for the previous three months of June, July, and August. But as the rents for the months of March and April had been collected by the sheriff from Summons's goods under the instructions of the said Coakley, who had told said Tibbets on the 1st January, in the presence of said Brodribb, that he, Coakley, "would take no further action whatever in that matter as against Tibbets, but would look to the sheriff for payment month by month as it (the rent) became due," Tibbets considered that the distress-warrant issued on the 2d of June for \$106, and which had been satisfied by the sale of *his* furniture, *had paid* for the months of June and July, due on the first of July and August respectively; and therefore he declined to pay for those months over again, considering that, if he did pay for them as now demanded by Coakley, said Coakley would be paid *twice*, viz., *once* by the sale of Summons's goods, proceeds of which were left in the hands of the sheriff by consent of Coakley himself to satisfy that rent; and *again* by the sale of his (Tibbets's) goods under the distress-warrant of the 2d June for \$106, to replace the \$102 that the sheriff had *illegally* paid over to the attorneys of Armstrong, Cater, & Co., for the reason that Coakley did not comply with the conditions upon which the court had issued that order or decree.

Said Coakley thereupon served said Tibbets, on the afternoon of Tuesday the 1st September, with another distress-warrant for \$175, and under its authority took from his house, on the 10th of that month, goods to the amount of near \$300, including a large *trunk* of his wife's, out of which the officers emptied her clothes for that purpose, and including also goods of his boarder, the said J. B. Summons, and also goods of his boarder, the said Edward Brodribb, notwithstanding that both served on him, the officer, a written notice that the goods in question were *their* goods, and did not belong in any way to said Tibbets; and further, the said officer did not leave in said Tibbets's possession what the law of Virginia *allows* under such circumstances: for he left only *two* bedsteads and *a half*, instead of *four*, whereby several of said family had to sleep on the floors; said officer also neglected to leave the full complement either of chairs, plates, cups and saucers, or knives and forks, as allowed by law. All of said goods were removed by the sheriff to the store of the aforesaid auctioneer, Gabriel Johnston, and were not brought to sale within the time, and under the conditions, that the law prescribes, nor has any account ever been rendered to us of the amount of sales realized therefrom. And such threats reached us, by public rumor, that those persons who had planned and executed all these proceedings would drive us from the town, as they had repeatedly threatened during the last twelvemonths, that, together with certain indications and misgivings, we felt ourselves so insecure there, both in our persons and our lives, that we prepared ourselves to leave there by night on Friday the 26th of September last; which we did, arriving in the City of Washington on the following day as *refugees* from the injustice and oppression of the people of Fredericksburg, through the persecution of the courts of law there, and of their officers.

While we were sending away, for this purpose, the few things that the law *had* left us, the officer Taylor seized some of *them*, and also some of our wearing apparel and bedding, *without any warrant, order, or authority whatsoever* from any court, mayor, or justice of the peace; and when applied to by us to tell us under *what authority* he had made the seizure, he gave us no information whatever.

Now, therefore, we, the undersigned deponents hereto, request of you, that you will cause an investigation to be made, in our presence (where we may give such evidence as we can of the truth of this statement and of these allegations), into the conduct of said Court of the Corporation of Fredericksburg, and into the conduct of said Sergeant and Deputy-Sheriff Timberlake, and of said auctioneer, Gabriel Johnston, and of said officer, J. A. Taylor, before a Military Court of Inquiry, as we are entitled to demand under the Act of Congress passed March 2, 1867, entitled "An Act to provide for the more efficient government of Rebel States."

And this affidavit further shows and declares, that said deponents have good reasons to believe, and they do believe, that all these unjust proceedings were exercised towards said Luther C. Tibbets to drive him out of the town, and to get rid of him out of the State, *solely* on account of his *political* principles, he being in politics a Union man, and what is called a Radical; and that the public press of the town did most scurrilously and most untruthfully vilify and abuse his character, led on by an editor who is a justice of the said Corporation Court of Fredericksburg, in order to prejudice the public against him, and to drive him out of the town, as said editor constantly and continuously threatened to do on account of his politics, and of his being what he called a "carpet-bagger." And further, deponents have good reasons to believe, and do believe, that, on account of prejudices thus excited and kept up, said Tibbets could not obtain in Fredericksburg an impartial administration of the law by any civil court there; and further, they believe that no person known there as a Union man, but especially as a Radical, could obtain justice there, or even protection to his person or property; and they assert that the remark has often been made, to their knowledge, that there is nothing against Tibbets *but his politics*, and that the people there are determined that no Union man, a Radical especially, shall be permitted to live south of the Potomac.

(Signed)

LUTHER C. TIBBETS,
JAMES B. SUMMONS,
EDWARD BRODRIBB,
FRANK J. TIBBETS.

WASHINGTON, D.C., November, 1868.

Sworn and subscribed to before me, this thirtieth day of November, A.D. 1868.

(Signed)

T. DRURY, *Justice of Peace.*

We omitted to include in the above statement — without any application to us, or any notice of suit commenced — the fact, that we saw, on the 12th of January, affixed to the door of the store, the following notice, viz.: —

"SERGEANT'S SALE."

"Pursuant to the order of the Corporation Court of Fredericksburg, rendered on the tenth day of January, 1868, in the attachment suit styled Leonard Passano & Sons, plaintiffs, vs. J. B. Summons, defendant, I shall, on Friday next, the seventeenth day of January, 1868, at 12, A.M., on the premises, offer at public auction the lease of the storeroom lately occupied by J. B. Summons, on Main Street, in Fredericksburg, — said lease expiring on the thirtieth day of April, 1868.

"Terms of sale — the payment of the monthly rent on the last day of each month.

"(Signed)

"J. S. G. TIMBERLAKE,

"*Sergeant of the Corporation Court of Fredericksburg.*

"JAN. 11, 1868.

"A lot of dry-goods, ribbons, laces, &c., under the same order, at the same time and place, for cash.

J. S. G. T."

"*Indorsed*:

"Levied the within attachment on the ninth day of January, 1868, on sundry articles of merchandise, per inventory herewith returned, and also on the leasehold interest of the defendant, J. B. Summons, in the storehouse lately occupied by him on Caroline Street, in the town of Fredericksburg.

(Signed)

"JOHN S. G. TIMBERLAKE, S. C. F.

"A copy tested.

(Signed)

R. S. CHIEN, D. C."

The order under which the above notice was issued is as follows:—

CORPORATION OF FREDERICKSBURG, TO WIT:

To the Sergeant of said Corporation:—

"Whereas C. Wistar Wallace has this day complained before me, H. B. Hall, a Justice of said corporation, that J. B. Summons is justly indebted to Leonard Passano & Sons, in the sum of eighty-one dollars and forty cents (\$81.40) which became payable on the twelfth day of December, 1867, that the said J. B. Summons intends to remove his effects out of the State of Virginia, so that there will probably not be therein sufficient effects of the said J. B. Summons to satisfy the said Leonard Passano & Sons' claim, when judgment is obtained therefor, should only the ordinary process of law be used to obtain such judgment: and the said C. Wistar Wallace having this day made oath before me, the said Justice, to the truth of such complaint to the best of his, the said C. Wistar Wallace's belief, and having further made oath that the claim which he asserts, is just, and that the said debt amounts to the sum, and is payable at the time above specified: These are therefore, in the name of the Commonwealth of Virginia, to require you to attach the estate of the said J. B. Summons for the amount of the said Leonard Passano & Sons' claim, above stated, and such estate so attached in your hands, to secure and provide that the same may be forthcoming and liable to further proceedings thereupon,—there to be had before the Corporation Court for said Corporation, on the first day of the next term thereof, and that you then and there have this warrant and make return how you have executed the same.

"Given under my hand and seal this seventh day of January, 1868.

(Signed)

"HORACE B. HALL, J. P."



Now what we desire especially to call attention to, and of which we complain, is this *stealthy* approach, through a most arbitrary law, and a most arbitrary legal mode of proceeding, into a man's business premises, whereby the whole course of his business affairs is arrested in a moment without the slightest warning, his store closed,—his goods sacrificed at random without care or thought,—(except it be to *dispossess him of them at all risks*),—his source of livelihood cut off,—and himself and family reduced suddenly, and without remedy, to ruin and starvation. And yet all this frightful catalogue of oppressions hangs over the head of every citizen who *dares* to oppose the will or the wishes of these powers that be,—of these Powers ruling *in spite of all* that the Congress of the United States has ordained to the contrary.

But granting, *in extreme cases*, the possible necessity of such a law and mode of proceeding, its administration ought to be marked with more especial vigilance and care that its terrible powers be not evoked for the mere purposes of oppression to any person whomsoever, and that it be not put in motion but upon

the clearest *proof*, that the allegations contained in the sworn statement, upon which that motion is sought for, are true *in fact*.

But what do we find, upon examination, in the case now under consideration? Why, that the sworn allegations, for such a motion of the law, are all *false and untrue*.

1st. It is *false and untrue* that the said sum of \$81.40 became due on the twelfth day of December, 1867 as sworn to in the above complaint of C. Wistar Wallace. We copy now from the bill of parcels before us of the said Leonard Passano & Sons, dated 268 West-Baltimore Street, Baltimore, Nov. 12, 1867, on which is expressly stated the following,—“TERMS: 5% 30 = 4% 60: nett 4 months.” These terms are at the option of the buyer to select for himself, and unless he chooses to determine otherwise, these goods do not become due, or payable, till the twelfth day of March, 1868, instead of the twelfth day of December, 1867, as sworn to. But even did the buyer choose to make these goods *payable on the 12th December*, there would not be \$81.40 due, but only \$77.33, being that sum less 5%, according to terms on invoice, and the seller could, in *no* case, make more than *that sum due on that day*.

2dly. The said J. B. Summons had *no intention* to remove his effects out of the State of Virginia, and the person making the complaint, and the Corporation Court itself, knew *that full well*; for on the Trial of Mr. Tibbets in that Court, and in the presence of said Wallace, on the 13th of December previous, said Summons swore in open Court to that effect, and also that he would not be *driven* from Fredericksburg, if he could possibly help it.

3dly. At that very time the sergeant of the Corporation Court held in his possession, *though illegally*, yet he so held in his possession, both said Summons's store and stock therein, which were worth — notwithstanding all the sacrifices that *had* been made of the stock — as then remaining many times over \$81: so that it was *false and untrue* that “there will probably not be therein sufficient effects of the said J. B. Summons to satisfy the said Leonard Passano & Sons' claim when judgment is obtained therefore, should *only* the ordinary process of law be used to obtain that judgment,” as sworn to by the complainant Wallace, who “made oath to the truth of such complaint to the best of his belief:” not to his *knowledge*, but only to the best of his *belief*. And it is upon the *belief* of an advocate for *his* client, without the defendant's knowledge, and consequently without his power to protect himself by denial thereof, or by evidence to disprove it, that a loyal and peaceable citizen is to have every right of property invaded, and of person jeopardized, and his business closed against him, and his family left without means of support. In what despotic country of Europe can you find records of its law courts sanctioning such proceedings? We answer, without fear of contradiction, in not one. No: it is reserved for the *Republic of America*, the REPUBLIC of the UNITED STATES, after her *successful resistance to*, but not her *defeat of* the Rebels of the South, to give to mankind *this* illustration of the superiority of a Republic over that of a Monarchy in the protection of person and property.

Before closing this matter, we would particularly call attention to the *fact*, that the sergeant of the Corporation Court held possession of said Summons's store and goods, from the 4th of December, when the claim under the first attachment was satisfied, to the 7th day of January following, without the *shadow of any authority* therefor. And *also* to the *fact*, that he, the said sergeant, appropriated out of said Summons's goods \$291.67 on December the 4th to pay the rent *due from Tibbets to Coakley*, whereby the *chief rent* being satisfied, the lease of the store was *not* Summons's but Tibbets's, and yet the Court orders to be sold, and the sergeant sells, Tibbets's lease to pay Summons's debts, to balance, as we suppose, so far as it goes, the heavy weight, on the other side, of taking Summons's goods to pay Tibbets's rent. Thus they flog high, and flog low, not caring whom they flog, so long as they flog a Radical, be he either Tibbets, or Summons, or both, and for *neither* of which are they armed with any *legal authority*: but *that*

is of small account, or of *no* account at all, in Fredericksburg, either to the lawyers, or to the Justices of the Courts. The lease was sold by Gabriel Johnston as Timberlake's auctioneer, and fetched \$12.50 per month, which being three months, amounted to \$37.50, which was taken by them in addition to *all* the goods then held possession of by the sergeant, and which have never been accounted for to us up to the present day.

While selling the goods in Summons's store, this same auctioneer, Gabriel Johnston, when some negroes bid for the goods, told them, "this sale is not for d——d niggers: we are digging a grave as deep as *hell* for these Yankees;" and with this he refused to let the colored people bid for the goods as they desired; but sacrificed the goods by selling, or rather by giving them away, in large quantities *only*, to the rebel merchants there.

Under the lease sold as above, a Mr. Heyman came into possession of the store up to the first of May, 1868, and having the power under his agreement with Coakley, Mr. Tibbets took the house and store on for another year from that date, and let the store from that date for one year to the said Heyman at \$450, payable by monthly instalments of \$37.50, on the same days as his, Tibbets's, rent was payable. The said Heyman paid his rent promptly to Tibbets on the first of June and July, but on the first of August he declined to pay it, as he had received, he said, two notices not to pay it, one of which was from said John Coakley. On this Tibbets took out a distress warrant against said Heyman, for which he, Heyman, gave bonds, and appealed to the Corporation Court against it. This case came before the Court at its sittings in August; but the Court put it over to next month without a hearing or decision, on the plea of not having time to hear it at those sittings.

On the first September another month's rent became due from Heyman to Tibbets, on his refusal to pay which Tibbets served him with another distress warrant, for which he gave bonds and appealed to the Court as before. The hearing of both these cases came on at the September meeting of said Corporation Court, when Heyman's counsel moved to quash the bonds on the ground that Heyman was liable to *said John Coakley* for the rent, and that he could not be liable to, or pay rent to, two persons. On this Tibbets stated that he had paid Coakley for the rent, as he was ready to prove, and moved for a Trial by Jury on the ground of disputed fact. This the Court granted, and promised that a Jury should be empanelled to try it, after the trial of *Platt vs. Tibbets* was over. This Trial—the second time of trying it, the first resulting in a hung jury, of which more further on, resulted adversely to Tibbets; and after that, on the case of *Tibbets vs. Heyman* being called on, the Court refused to allow it to go to a Jury as the Court had before promised to do; but declared itself competent to deal with the case; upon which, seeing that he had no chance of Justice from that Court, Tibbets moved that the case be again put over to next term, which was assented to; and there it now remains so far as he is aware of.

Some time previous to this, Luther C. Tibbets brought an action, as plaintiff in person, in said Corporation Court, against said John Coakley, J. S. G. Timberlake, and Gabriel Johnston, for \$6000 for moneys had and received of him and unjustly withheld by the defendants, and for the injury and damage growing out of their proceedings against him. This action too, came on for hearing at the aforesaid September meeting of this Corporation Court, when counsel for the defendants, Charles Herndon, (the plaintiff Tibbets acting as counsel for himself), stated that he had filed a demurrer, which the Court put over from Saturday to Monday for counsel to prepare for argument, and which, on being argued, the Court granted, and ruled the case out of Court.

The said James B. Summons also brought action for damages, for \$3000, against the said J. S. G. Timberlake, which was put over from time to time, but came on for Trial at the sittings of the Court in October last, after said Summons had left Fredericksburg, the result of which was then communicated by his

attorneys, Messrs. Braxton and Wallace, on the 19th of that month, viz.: "In the suit of Summons *vs.* Timberlake called at the term of our Circuit Court last week, the defendants insisted on a Trial, and the Court directed a Jury to be sworn: we then suffered a nonsuit, which preserves to Mr. Summons the right to bring suit again at any time for the same course of action."

On or about the 29th July, the said J. B. Summons received through the post a letter, of which the following is a copy, enclosed to him in an envelope bearing the post-office stamp of "Fredericksburg, Va., July 29," and addressed on the outside in a very peculiar but exceedingly well-written handwriting, looking much like a lawyer's hand, or one accustomed to copying legal papers: —

TO J. SUMMONS, THE RADICAL,
IN CHARGE OF THE OTHER RADICAL, L. C. TIBBETS;
Fredericksburg, Va.

And reading as follows: —

HOLE IN THE WALL,
No PLACE, July 29, '68.

To J. SUMMONS, THE RADICAL: You are hereby warned and notified to leave the County of Spotsylvania within ten (10) days from the receipt of this notification, or take the consequences of your remaining, and of disregarding the third warning which you have received from this commandery of our Order: there is not Yankee hounds enough on the soil of Virginia to turn the bullet from your heart if you remain.

Your inveterate enemy for the Order of K. K. K.

LUCIFER.

And on or about the 6th of August he received through the post, in an envelope bearing the post-office mark, "Fredericksburg, Va.; Aug. 6," addressed in the same hand-writing as the other on the outside,

SUMMONS THE RADICAL;
CARE OF L. C. TIBBETS (RAD.);
Fredericksburg, Va.

another letter, of which the following is a copy, viz: —

THE HOLE IN THE WALL,
No PLACE, Aug. 5, 1868.

SUMMONS,— As the time is drawing near when your limit will expire, I again caution you to leave the country: it is not our desire or our object to shed blood, and it is only done in extreme cases when assassination cannot be avoided in order to carry out our plans. Therefore this the fourth warning, although your enemy — warn you as a friend.

My other communication was unofficial, being written by myself at the suggestion of some of the "Klan." You will observe that this bears our seal, and if you are not entirely bereft of reason you will regard it.

* DEATH'S HEAD *
* AND *
* CROSS-BONES. *

By order of the G. C.

G. L.

N. B.—The above letter is interspersed with lines and characters, among which are death's heads, coffins, hands, whips, &c.

A copy of the first of these two letters was affixed by Mr. Summons at the

post-office and on the door of the court-house in Fredericksburg, for the information of the public.

On Saturday the 8th of August we were warned by a colored person, who was working in the family of one of the rebels, and who heard there the matter talked over, that it had been planned, to attack our house in the daytime on Monday next the 10th, when a large number of the colored people would be absent from the town on an excursion to Washington, and at noon, when those colored persons remaining in town and who it was supposed might assist us were at their diners, to drive us all out of the town. We had previously been warned several times, both by white persons as well as colored, that we were in great danger, Mr. Tibbets and Mr. Summons especially,—the former on account of his polities, and the latter on account of his having served in the Union army, he having been in a New York regiment of infantry during the whole war,—and we were even told by a white person the very house where they met night after night to plan these things: besides which we had heard of *two or three persons by name* who were said to have sworn among each other to take Tibbets's life, and that if he did get elected to the legislature (he had received the nomination to the House of Assembly from his district) he should never live to sit there: in addition to which we remembered that one of the most conspicuous rebels in Fredericksburg, a lawyer, Jack Mayre as he is familiarly styled, did, about three or four weeks previously, a little more or less, state in a public speech which he made at some Democratic gathering, that “he would take all the d——d Radicals and put them, bag and baggage, on to a gunboat, and take them all down the river and so get rid of them,” which sentiment was highly applauded by his audience. And also, some months before this, as Mr. Summons and his wife were going into the Episcopal church to witness a wedding, they were assailed by cries of “there go the Yankees,” and one young man, who drives Harnden’s express wagon, of the name of Goldsmith, a son of Dr. Goldsmith, said to his companion, “there is Summons the Radical,—we will spot him:” and all this just as they were entering the church. All these things put together, made us feel that it was our duty to apply to the Military Authorities again for protection, as we once had occasion to do before, though the application was fruitless: and therefore Luther C. Tibbets and Edward Brodrribb waited *early* on Monday morning upon Lieut. Greenough, the Military Commissioner at Fredericksburg, and laid the matter before him, asking for military protection. He informed us that he could give us no Military aid *until some overt act had been committed*, notwithstanding that *that act might result in the murder of some member of the family*, but he promised, when that *did occur*, to give us the aid we *now* sought for. As we had not expected any thing more than this, we were not disappointed, for we had prepared ourselves accordingly for any emergency that might arise: and we therefore contented ourselves with a protest against such a course of conduct, and left with him a written communication, of which the following is a copy, viz.:—

To LIEUT. GREENOUGH, Military Commissioner 14th Dist. &c.

SIR,—I beg to inform you that my son-in-law, Mr. J. B. Summons, living in my house, has received three warnings from the K. K. Ks within the last ten or twelve days, ordering him to leave this county and the country on pain of being himself shot, and his family murdered if the warnings be not complied with within ten days, which ten days from first notice expired on Saturday the 8th inst.

Warnings of the same nature given in different States of the Union, disregarded as any thing of importance, treated as matter of joke, have resulted in such terrible sufferings to the persons and families receiving the warnings, that I feel it my duty to place the matter before the Military Commander of the District, which, however, I should not perhaps have done, had it not been for

the secret and most reliable intelligence that I have since received, namely, that to-day, Monday, Aug. 10, during the absence on an excursion, of the large body of colored men whom the K K Ks know to be our friends, and fear as such, they, the K K Ks, have plotted to attack us in our house. Firmly believing this to be the case, I hereby apply to you for further protection under these conditions.

If attacked I shall most certainly make the best defence in my power, and whatever human lives are sacrificed therein, will lie at your responsibility if you fail to afford me the protection which as a peaceable and loyal citizen, I claim at your hand.

Yours very respectfully,

LUTHER C. TIBBETS.

In the course of the morning the Commissioner sent a messenger to our house requesting to see Mr. Summons, to which Mr. Tibbets replied, by writing him the following note, viz : —

Sr: — Permit me to say that the nature of the warnings and threats have been such, that Mr. Summons's wife cannot be persuaded to consent that Mr. Summons shall leave the house for one *moment to-day*, as she is well convinced from all that has passed during the last six weeks, that his life is in imminent danger. Therefore, if you have any instructions or propositions to offer to Mr. Summons, will you please oblige us either by writing them, or sending them by trusty messenger.

Yours respectfully,

LUTHER C. TIBBETS,
for himself and J. B. Summons.

This note the aforesaid Edward Brodribb took to the Commissioner, who informed him that he wished to see the letters which Mr. Summons had received from the K K Ks. These letters Mr. Brodribb obtained from Mr. Summons, and delivered to the Commissioner in their original envelopes as they came through the post-office ; — and at his request Mr. Brodribb left with him the letter and envelope dated Aug. 5, 1868 ; — the Commissioner repeating, in substance, just what he had stated in the previous interview, adding that he did not believe there was any such society in the town. The day, however, passed off subsequently very quietly, but we could not help attributing it to the fact of our application, and of its becoming pretty generally known in the town, as well as its being equally generally known that we were well armed and prepared for *any* attack that might be made on us.

It may be as well to state here, that one special source of dislike to Mr. Tibbets arose from the fact of his acting as Superintendent of a Sabbath School for colored people, old and young, held in the colored church of the Baptist denomination. A school mistress, a Mrs. Stoutenburgh, had for the last two years, under the auspices of and supported in great part by a Baptist Church in the North, taught the colored children on the week days in their own church, and a sabbath school was held there every Sunday morning for about two hours previous to the morning's service, with which from the commencement Mr. Tibbets had been connected, and which Mr. Brodribb had also joined on his coming to Fredericksburg about a year afterwards. This especially excited the wrath of the rebels and ex-slave holders and slave dealers ; but, it had one good effect, namely, of forcing the white people in connection with the Episcopal Church to open a similar school in self-defence for the "poor white trash," as they saw that very soon the "nigger" would otherwise be better informed than his white superior : and well they might think so ; for we can testify, and do testify with pleasure, to the fact of the readiness and aptitude of the colored children, both male and female, to learn their lessons in *all* branches of common school

education. There were several *excellent* readers amongst those children, who showed by the *intelligent* manner in which they read that they fully *understood* what they were reading about: and the Public Examinations of these children, at Christmas and at midsummer, exhibited results that would have done credit to any *white* schools. Their powers of singing were *beyond* those of any school of white children we ever heard: it seemed to be literally the breathing forth of the affection into sound, which is the very soul of true music,—and no music like that of the human voice, which is the instrument of all instruments, because God-inspired,—God-breathed.

PART II.

THE PLATT CASE.

This case already alluded to in the foregoing pages, we shall endeavor to be as concise with as is consistent with an intelligible presentation of the whole subject, illustrating as it does, in connection with the foregoing, the title of our pamphlet, viz., PERSECUTION IN THE NAME OF LAW, at the sacrifice of every principle of justice.

Mr. Brodribb, who boards in Mr. Tibbets's family, and who came to this country in the fall of 1863, and declared his intention of becoming a citizen of the United States in March 1866, became acquainted with Mr. George Leach of New York through his correspondence with other parties in England. Mr. Leach is well known to the musical profession through the works he has published, namely, *The Church and Home*, and *Laus Domino*, two of the best collections of church music, of their class, now extant. On his arrival in New York Mr. Brodribb called on Mr. Leach, and about two months after that, Mr. Isaac L. Platt, living then at No. 7 West 20th Street New York city, sent Mr. Brodribb an invitation through Mr. Leach to spend an evening with him at his, Mr. Platt's house. This they did; and conversation was almost immediately directed by Mr. Platt to a MS. which Mr. Brodribb had brought over with him from England, and which Mr. Leach had brought under the notice of Mr. Platt, and in which he expressed himself greatly interested, and said that a very large portion of it obtained his full belief. This MS. was one of a spiritual character, commenced in the year 1817, and terminating with the year 1840, when the author of it, a poor laboring man, named James Johnston, a native of Scotland, was removed into the other life. This visit begat a strong sympathy on this and similar subjects between the three of us; Mr. Platt informing us of two pamphlets of kindred views which he had himself published, one entitled *A Comparative View of the Gospels: with an Introduction intended to further aid their Illustration: the Law of Nature, of Society, and of God, including the Innate Principles of Preservation, Propagation and Perpetuation, considered*: and the other entitled, *The Hebrew*: and whenever Mr. Brodribb visited New York, if Mr. Platt was aware of it, he was favored with an invitation through Mr. Leach to spend an evening with him at Mr. Platt's house. This produced a general confidence between the three, and interchange of views on most subjects affecting the welfare of society: and when it was proposed to publish a pamphlet giving some account of this "Remarkable Manuscript" which is entitled *Intercourse with Angels*. Mr. Platt subscribed the sum of \$150 himself towards it. All this brought Mr. Leach into more frequent communication with Mr. Platt than had before existed between them, and led to Mr. Leach's frequent allusion to Mr. Platt in the correspondence which he, Mr. Leach, kept up with Mr. Brodribb. To this correspondence it is necessary now to refer, as it will show how *naturally* Mr. Platt should propose,

in company with Mr. Leach, to visit Virginia, and Fredericksburg especially where Mr. Brodribb then was, and how gradually Mr. Platt's arrangements for that purpose were made and carried out; all which is very important in their bearings upon the subsequent suit, entitled Isaac L. Platt against Luther C. Tibbets, which grew out of this visit. In addition to which it should also be named here, that Mr. Leach brought before Mr. Platt, at Mr. Brodribb's suggestion, who knew from the conversations he had had with Mr. Platt, that he looked favorably upon such efforts, a Plan for Colonizing a part of Virginia in small farms, put forth by Mr. Tibbets in a circular which he had largely distributed, and to which reference will be further made in these pages, and which was another object which Mr. Platt had in visiting Fredericksburg where Mr. Tibbets lived, and with whom Mr. Brodribb was then boarding.

The extracts from this correspondence are the following:

NEW YORK, Jan. 24, 1868.

I saw Mr. Platt to-day. He was much interested in your last letters; he said he had an idea of going through the South this summer, and intimated he would like me to go with him.

Jan. 25. — Mr. Platt wished me to inquire about tobacco — to what end or use, or particular inversion does it belong. I told him I would send it on to you.

Jan. 30. — I was with Mr. Platt to-day, and in quiet conversation he said, he had from early childhood been conscious of the influence of a female, one year younger than himself, who had spiritually been with him through life, and always exercised that influence for good to him. She is constantly in his thoughts even now. They were separated when young, or he probably would have married her. She married: and her husband — a worldly man — is worth three millions. She has been in the spirit-land twenty years. I told him I thought it probable he may hear of her by and by: so I send it on.

Feb. 9. — I will take care to express to Mr. Platt all you say, and as soon as the message is to hand will hand it to him. It rejoices me much to know what is coming for him. I will lay before him the printing matter, of which I would say for myself, that you know pretty well what my ideas have been on this matter, as we have often talked it over.

Feb. 11. — Have seen Mr. Platt who was much pleased, and believed it also. If in order, he would be glad to have a direct message from the lady in question. He was not very well, and I read it to him while he was in bed.

Feb. 20. — Mr. Platt did not wish the message to be sent direct to himself, as you seem to understand; but a something especially to him from that lady, sent through me. However, his address is No. 7 West 20th Street, so you can send as you please.

Feb. 21. — I wrote you yesterday from the city; after which I saw Mr. Platt. Enclosed you have a message from him to the lady, written by himself as you will see, which I trust will be responded to with her earth name attached to it. *He does not wish you to forward any thing to his address, but to send it through me.* He proposes being in Fredericksburg on the 5th of April, his 75th birthday, and wishes me to accompany him to and from, paying all my expenses. He told me that all he had he considered devoted to the Lord's service. His children being all provided for, he is at perfect liberty to do as he is moved. That message, as you will see by the enclosed, he said was most wonderful. Not a soul but myself has he ever breathed this subject to.

Feb. 23. — I sent you on Friday a very beautiful and important communication from Mr. Platt, which I trust will have reached you to-day, so that a speedy reply may come. But doubtless all will be in order. This message was written on the 12th, as you will see, — but I was prevented from going to see him, so did not get it till Thursday evening last. *Be sure you send the next message through*

me, as he does not want his family to get hold of it, which they may do if sent to his address. I told you in substance what he said. I see the 5th of April is on a Sunday, the 4th month, the 75th year of his age. Are not these numbers good?

Feb. 24.—If it be the will of the Divine Providence, I hope to have the pleasure of seeing you with Mr. Platt, and spending a few days with you.

Yours of the 22d and 24th to hand: I shall at once proceed to fulfil your request with Mr. Platt.

Feb. 27. I saw Mr. Platt, and as soon as he gets his message he will decide. If I can get away I suppose we shall go the last of next week: if not then, the following week, of which I will advise you.

March 2, Monday.—As there was none from you on Saturday, I came down to the city yesterday, where I got yours with Mr. Platt's message, &c. I have just come from him, and we purpose leaving here on Friday next, should nothing prevent: the precise time of which I will let you know. You must arrange about our sleeping out, or leave it till we arrive, either of which you please. He expects to go to the hotel, as he asked me about it. He will also, probably, go on to Richmond, as he is a friend of Governor Pierpoint, who married his niece. If it were not for arriving in the night, we should go by day-train; but I am going to inquire, and will let you know.

March 5.—We purpose leaving here to-morrow (Friday) evening, to be with you on Saturday morning.

On Saturday morning, March 7, we received a telegram from Mr. Leach, stating that Mr. Platt and himself would be in Fredericksburg the next day, they being detained in Washington through missing the boat; and on the following day, March 8, they both arrived safely and well. They remained in Fredericksburg, boarding at the Exchange Hotel, till the 17th, when they left for Richmond, on a visit to Governor Pierpoint and family. Every day after their arrival (Sundays excepted), up to the day of their departure, Mr. Platt was occupied with Mr. Tibbets in looking about the country, Mr. Tibbets understanding from Mr. Platt that he intended to purchase a large tract of land: indeed, at a hotel at Port Royal, which place Mr. Platt visited in company with Mr. Tibbets, stopping there one night, and returning next day, Mr. Platt stated at the public table, in presence of many persons strangers to him, both at supper the evening we arrived there, and at breakfast the following morning, that he intended to make a very large investment in land in Virginia, if he could purchase at prices which met his ideas, which he said he had been informed he could do. Here we learnt of several farms or plantations that could be bought.

Within two or three days of his arrival, Mr. Platt discussed with Mr. Tibbets the subject of the colony before referred to, which had been projected by Mr. Tibbets on the following plan and estimate, viz.:—

"That thirty thousand acres of land be purchased and divided up into the following farms, lots, etc., viz. :

| | |
|------------------------------|--|
| 100 Farms of 100 acres each, | 100 Farms of 5 acres each, |
| 100 Farms of 75 acres each, | 300 Lots of one acre each, and |
| 100 Farms of 50 acres each, | 500 Lots of one-half acre each — 27,050 acres. |
| 100 Farms of 25 acres each, | The balance, viz., 2,950 acres, for Streets, |
| 100 Farms of 10 acres each, | Roads, and Parks. |

This land to be laid out in squares so far as possible. The village in the centre, and the 100 acre farms on the outer side, the 75 and 50 acre farms inside, and so on until we come to the one-half acre lots, which are to comprise the village.

This land is situated in the vicinity of Fredericksburg, Va.; it has a navigable river front, and beautiful hills, sloping into fine fertile valleys, with winding streams of water, sufficiently large for mechanical purposes. It will also contain from fifty to sixty dwelling-houses, some of them very large and handsome, likewise a

large number of negro cabins, barus, sheds and out-buildings. It will also have a large variety of fruit trees, vines, and garden plots. On this land could be raised, with ease, all kinds of berries, grapes, fruit, grains and roots; it is also most excellent for grazing, either sheep or cattle. Winters short; climate soft and genial; convenient to market, either by rail, steamboat, or vessel. The timber comprises oak, hickory, birdseye maple, black walnut, ash, pine, &c.

Estimated cost and expenses, etc.

| | |
|---|--------------|
| 30,000 acres, to cost \$15 per acre | \$450,000 00 |
| Expenses to survey and cut up said farms | 2,000 00 |
| Teams, utensils, &c., to open streets, build roads, &c. | 2,000 00 |
| Labor on the same | 2,000 00 |
| One steam portable saw-mill, say 20-horse power, delivered on ground, | 3,000 00 |
| One steam planing machine | 3,000 00 |
| Two patent machines to make brick, with steam engine complete, | 5,000 00 |
| Advertising, agent's salary, expenses, and incidentals | 20,000 00 |
| <hr/> | |
| Amount of cost of land, etc. | \$487,000 00 |
| To interest on \$450,000, say two years | 54,000 00 |
| <hr/> | |
| | \$541,000 00 |

Estimated sale and profit, viz.: .

| | |
|---|-------------|
| 33 Farms, 100 acres, each, \$16 | \$52,800 00 |
| 33 " 100 " 32 | 105,600 00 |
| 34 " 100 " 50 | 170,000 00 |
| 33 " 75 " 17 | 41,745 00 |
| 33 " 75 " 34 | 83,590 00 |
| 34 " 75 " 55 | 140,250 00 |
| 33 " 50 " 20 | 33,000 00 |
| 33 " 50 " 40 | 66,000 00 |
| 34 " 50 " 60 | 102,000 00 |
| 33 " 25 " 25 | 20,625 00 |
| 33 " 25 " 50 | 41,250 00 |
| 34 " 25 " 75 | 63,750 00 |
| 33 " 10 " 30 | 9,900 00 |
| 33 " 10 " 60 | 18,800 00 |
| 34 " 10 " 90 | 30,600 00 |
| 33 " 5 " 40 | 6,600 00 |
| 33 " 5 " 80 | 13,200 00 |
| 34 " 5 " 100 | 17,000 00 |
| 100 Lots 1 " 100 | 10,000 00 |
| 100 " 1 " 200 | 20,000 00 |
| 100 " 1 " 300 | 30,000 00 |
| 100 " $\frac{1}{2}$ " 100 | 10,000 00 |
| 100 " $\frac{1}{2}$ " 200 | 20,000 00 |
| 100 " $\frac{1}{2}$ " 300 | 30,000 00 |

26,950 acres in all.

3,050 acres for roads, parks, and streets.

30,000

\$1,136,710 00

| | |
|--|----------------|
| Amount brought forward, | \$1,136,710 00 |
| There would also be 3,000 acres of Timber that could be cut off, that would be worth on the stump \$5 per 1,000, and average 10,000 feet to the acre | 150,000 00 |
| One-half the value of steam saw-mill, after using it two years, 1,500 00 | |
| One-half value of planing-machine, &c. | 1,500 00 |
| " " brick-machines and engines | 2,500 00 |
| " " teams and utensils | 1,000 00 |
| | <hr/> |
| | \$1,293,210 00 |
| <i>Less</i> — | |
| Cost of land and expenses | 541,000 00 |
| | <hr/> |
| Net profits | \$752,210 00 |

It is proposed to sell every third Farm at about the cost, including expenses of surveying and putting in order. After the first one-third is sold, then sell the next one-third at double the cost ; and the last one-third at the rate specified. This would induce parties to purchase quickly the first one-third ; the second one-third would be very cheap, and the last one-third would not be high.

To ultimate this plan it is proposed to secure two hundred thousand dollars in cash, in shares of one thousand dollars each, one hundred and fifty thousand of which to be paid down on the land ; leaving two-thirds of the purchase money on bond and mortgage. The fifty thousand dollars to be used for expenses herein named, and as a contingent fund.

Should the above sum be subscribed for, a meeting of the subscribers to be then called together, to choose officers and directors. Ten per cent. of the subscription to be then paid down, in order to contract for the land ; after which such further action as the subscribers may determine upon, to carry out the above plan.

The timber would be cut off from the farms, roads and streets to put them in order, and the expenses of cutting, sawing, &c., together with the \$5 per thousand on the stump, would be added to the price of lumber in the following manner, viz. :

| | |
|---------------------------------------|--------|
| Stumpage | \$5 00 |
| Cutting and hauling to mill | 2 00 |
| Cost of sawing | 1 50 |
| Labor in stacking up, &c. | 50 |
| | <hr/> |
| | \$9 00 |

Suppose this lumber is sold at \$10 per thousand to those purchasing lands, it would pay a profit of one dollar per thousand, in addition to the five dollars for stumpage.

The steam-planing machine would pay for itself in a short time, besides being a great accommodation to the neighborhood.

The two machines to make brick can be worked with one engine, and the new method of making brick will enable us to sell them *at about half of the usual price* ; hence the lumber and brick furnished at such a cheap rate will enable people to build for about one half the usual cost.

The main object of originating this plan is to bring into use a section of the State now comparatively unproductive ; thus, not only to enrich our common country by increased production, but also to supply homesteads, on easy terms, to a people capable of infusing new life and energy into our present dead and stagnant State.

It is proposed to throw it open to all, irrespective of color ; and we have rea-

son to believe that a large number of the African people are ready to come in to labor or purchase land."

Such were the plan, estimates, and reasons that had been put forth in circulars by Mr. Tibbets, distributed principally in Philadelphia, New York, and Boston. This was the plan now discussed by Mr. Platt with Mr. Tibbets; and Mr. Platt proposed to Mr. Tibbets, that all should be given into his, Mr. Platt's hands, promising that he would furnish all the money necessary to carrying out the settlement of said colony, and that he would appoint Mr. Tibbets as his agent for the accomplishment of said enterprise.

Mr. Platt also proposed and agreed to see two or three other capitalists with whom he was acquainted, and if they would join him in the investment, he said they could raise some nine hundred thousand dollars for the purpose of purchasing large quantities of land on *both* sides of the Rappahannock River for the purposes of said colony.

Mr. Platt also represented to Mr. Tibbets that his family were very much opposed to him in any business that he might do: that he had given to each of his children a sufficient sum to place them in independence, and, indeed, equal to the amount he had reserved for himself. For this reason he felt free to do and act with his own means as he thought proper, independent of his sons, unless they were willing to co-operate with him.

With this view Mr. Platt gave to Mr. Tibbets specific instructions, both verbal and in writing, to purchase and contract for certain properties, not to exceed, for the present, one hundred thousand dollars, with the understanding that, as soon as he could see other parties, he would give further instructions to purchase largely. Mr. Tibbets was also instructed by Mr. Platt to purchase a house in the town of Fredericksburg for his use and benefit, that he may live in it, and to where he should remove his effects, he said, and come himself as soon as he could settle up and close out his property in New York.

Mr. Platt reached New York, in company with Mr. Leach, on the evening of the 21st March, and on the 23d of that month wrote Mr. Tibbets the following letter, which was proved in court, with other two letters of his, on the trial of *Platt vs. Tibbets* before spoken of, and which were all admitted by Platt's counsel:

NEW YORK, Mar. 23, 1868.

LUTHER C. TIBBETS, Fredericksburg, Va.,

DEAR SIR,— We arrived at New York on the 21st at 6 o'clock, and I was at home in my own house before seven.

But there was a *storm* when I this morning met my eldest son; he even made *threats*, and *demanded* to know what I had been doing, and even *refused* to give me a blank check until I had informed him, which I did not. I now enclose a check to your order for \$3500; \$1500 for your use in consummating contracts, and \$1500 for Violet in consummating her purchases with our sister at Baltimore, and \$500 more should she find it necessary for her purpose; if not, to be used by you for carrying out my instructions.

The property which we looked at opposite Petersburg,* for which the sum of \$35,000 was asked, seems to have advantages that could at once be turned to use, and if it could be secured at that, or an advance of \$10,000, would meet my views, but *trouble*, more or less, is evidently before me.

Respectfully,

ISAAC L. PLATT.

* This should be Fredericksburg, and refers to Major I. Horace Lacy's estate on the Stafford side of the Rappahannock River, upwards of 700 acres. This Major Lacy once warned Mr. Tibbets, on account of his political sentiments, in a gentlemen's office in Fredericksburg where they met, not to go on his estate or he would repent it: if he did so, he would do so at his peril.

The breastpins Mr. Leach will advise about. To this letter Mr. Tibbets wrote the following reply :

FREDERICKSBURG, Mar. 24, 1868.

ISAAC L. PLATT, Esq.,

DEAR SIR,— Your letter, enclosing check for \$3500, has just come to hand.

I have agreed and made a purchase of 707 acres of land on the river, at \$20 per acre, \$4000 cash down, the balance in one, two, and four years. This I consider a very great bargain,* the best bargain I know of; it is, however, subject to be confirmed by the court. It is twelve miles from this place.

I have also the refusal of the 527 acres, of which 225 acres are timber, at \$6,500; \$4,000 cash, balance three years; or \$7,000, one-third cash, and balance one, two, and three years. It is a great bargain, and I hope you will conclude to take it at once.

I have also chance to purchase some town lots at a very cheap rate, and I think it well to invest in some of them.

I write you this in great haste, in order to go by this day's mail.

Yours with much respect,

LUTHER C. TIBBETS.

On the 26th inst., Mr. Platt wrote to Mr. Tibbets the following letter, viz. :—

THURSDAY MORNING, March 26, 1868.

My son, on my first interview with him on my return home, was evidently under the excitement of a dream, in which he saw his mother, who, amongst other things, told him that our destination was Fredericksburg, that she disapproved of the proceedings, that my property was well invested in New York, and should not be disturbed, and much more that he would not disclose; but as things were tending what she stated was leading to a consummation, and he awaited further disclosures, where he would not say, but observed that I had peculiar views, and I inferred his impressions were that hidden things were intended that were not disclosed.

Last night my son-in-law attempted a series of assaults, courteous and guarded, but nevertheless not misunderstood by me. Mr. Leach's and Mr. Tibbets's standing and antecedents had been gone into, so far as the mercantile agencies could disclose them and such other facilities as mercantile ingenuity devised to thoroughly sift character and standing. Mr. Leach's employment at the present time, and what his present occupation, was anxiously cared for.

My family are evidently united in opposing me, and my son-in-law evidently communicates with them, so that they constitute a solid body; this renders great discretion necessary on my part, and caution on the part of those who communicate with me. All communications to me should be made formal in their character, and strictly of a business character; and from appearances my movements are likely to be delayed.

The dwelling-house I wish purchased. It was suggested by my son-in-law, that the land titles of Virginia might be vitiated by the acts of the owners during the rebellion, where liabilities were imposed upon them: this should be carefully looked into, as well as all other matters pertaining to land titles. To avoid all suspicion, if practicable, let every thing be done in my own name.

As my movement has created so much opposition, I have said nothing to any one in reference to joining me. If any one approaches me, I shall of course note what they have to say, and act accordingly.

The payments referred to for cash, I suppose implies at the delivery of the

* This property, between Fredericksburg and Port Royal, named *Spring Hill Farm*, has since been sold for \$15,000.

deed, as in such cases a few days may be necessary to prepare, of all of which give me due notice.

I have sketched this before my family were up, and will let it go forward.

I. L. P.

On the *very day* on which this letter was written, namely the *Twenty-sixth day of March, 1868*, a son of the aforesaid Isaac L. Platt, namely *Samuel R. Platt*, visited Fredericksburg (without any authority whatever from his father to do so, and without his even having communicated to his father in any way his intention of doing so, as he himself testifies in his sworn deposition read on behalf of plaintiff at the trials) and *attached*, in the hands of Mr. Tibbets's Bankers, by virtue of an order from the Corporation Court of Fredericksburg, the aforesaid sum of \$3,500 sent to Mr. Tibbets by said Samuel R. Platt's father only *three days before*, and thereupon commenced suit against said Tibbets in the name and on behalf of the aforesaid Isaac L. Platt his father, which attachment was sued out and issued by the said Corporation Court on the following affidavit of said Samuel R. Platt, namely :—

STATE OF VIRGINIA.

Corporation of Fredericksburg, to wit :—

This day personally appeared before me, Samuel R. Platt, who made oath that Luther C. Tibbets is justly indebted to Isaac L. Platt in the sum of \$3,500 :— that there is present cause of action therefor, that the affiant believes the above claim to be just, and that the defendant Luther C. Tibbets intends to remove his own estate or the money he has received of the plaintiff, or the proceeds of the sale of his property, or a material part thereof, out of this State, so that process of execution on a judgment in said suit, when it is obtained, will be unavailing, unless an attachment issues.

(*Teste*)

R. S. CHEW, D.C.

26th MARCH, 1868.

Upon this affidavit, without any proof or attempt at proof that the allegation contained therein is true, — namely that Luther C. Tibbets intends to remove himself or his property out of the State, — an attachment issues, and the funds in said Tibbets's banker's hands are come down upon and shut up upon the mere belief of a stranger known to no one in Fredericksburg, acting not in his own business or in his own name, but in the business and name of his father from whom he not only does not produce any authority therefor, but expressly declares that he has *no* such authority therefor, — and on the strength of this, and under these circumstances, the Corporation Court of Fredericksburg puts in motion the most arbitrary and peremptory proceedings known to the law and within its power. Coupled with the arbitrary and illegal proceedings before set forth in these pages under cover of similar attachments, — and in Coakley's case, a justice of the court, even *without* that cover, — and coupled too with the fact that the attorney who advised and carried out those proceedings, namely Charles Herndon, was attorney also for Coakley in some of his proceedings, — and coupled too with the fact that said Herndon was running, in the interest of the rebels, on the ticket opposed to that which contained said Tibbets's name as candidate for the legislature, — and coupled too with the fact that said Tibbets had been denounced by name, and held up to the execration and abhorrence of all the rebel population of that place, by a justice of that Corporation Court of Fredericksburg, namely A. Alexander Little, editor of *The Fredericksburg News*, on account of his politics and his sympathies with the colored people, — taking all these things into consideration we ask, is it too much to suppose that the stream of justice was poisoned at its very source, and that what

was ordained for the benefit and protection of a citizen under a *just* administration of the law, was turned into an instrument of oppression and persecution, and to further the very ends of a party who, if the laws enacted by Congress were fairly carried out in that State, would not only have no right to sit on the bench at all, but would not have the right even of a vote of any kind whatsoever. And as it was well known that said Tibbets was a supporter of the Congress of the United States in its policy towards the rebel States, does not this personal persecution of one faithful Union man amount to a defiance of, and a rebellion against, the authority of that very power which has so recently overthrown the rebels in open warfare, but which has not yet extinguished their spirit, nor deprived them of the power of doing further mischief, even, if circumstances are favorable, to the inauguration of a civil war that shall be more terrible in its horrors than all the sufferings of the late Rebellion?

It may be as well to give here a short account of the intercourse that took place on this 26th day of March, at Fredericksburg, between this said Samuel R. Platt and Tibbets. Learning from the visitor's book at the Exchange Hotel that Samuel R. Platt was in town, Mr. Tibbets called on him, and introduced himself, saying to him that as his father had been here and was much pleased with the country, and had concluded to invest some money in lands about here, and had told him that he should lay the matter before his family on his return home and that he thought they might conclude to join him in the enterprise, that he (Tibbets) supposed he had done so, and that he (Samuel R. Platt) had come to Fredericksburg in order to investigate and invest. In reply to this, Samuel R. Platt said that his father had informed them of it, and that he had come to see about it. He then made an appointment for Mr. Tibbets to meet him at the hotel at eleven o'clock, in order to have an interview in regard to the purchase of lands about Fredericksburg. At the hour appointed Mr. Tibbets went to the hotel, and was there introduced by Mr. Samuel R. Platt to Mr. William P. Chambers, attorney-at-law from New York, and to Mr. Charles Herndon, attorney-at-law at Fredericksburg. Mr. Platt commenced at once to ask Tibbets if he had received a check for \$3,500 from his father, which Tibbets said he had; and Platt then asked Tibbets if he had made any contracts for property here, to which Tibbets replied that he had. Platt then asked *what* contracts he had made: in reply to which Tibbets asked him *whom he represented* in asking these questions. Platt then stated that he was the son of Isaac L. Platt, and wished to know about the contracts. Tibbets asked him if he had any written authority from his father. Platt answered that *he had not*. Tibbets then replied that he could not answer his questions, and did not wish to give him any facts until he had received instructions from his father to make such inquiries. Samuel R. Platt then said that his father was a very old man, that he was crazy, very infirm, and was not expected to live but a few months, and that he, Samuel R., had come to Fredericksburg with his attorney from New York to investigate the matter. Charles Herndon and the attorney from New York then both indorsed all that Platt had said respecting his father, and also stated that the father was unfit and incompetent to do business, but that out of regard for him and his family they did not want to take steps to have him put into an asylum, or to make the matter public. Tibbets then expressed a wish to have an attorney present, on his own behalf and on behalf of his principal Mr. Isaac L. Platt, seeing that they had two attorneys, and he felt that under such circumstances he had not a fair chance to refute any arguments which they made to show old Mr. Platt crazy. This was assented to, and it was agreed to meet there again at half-past twelve o'clock that day: at which hour Mr. Tibbets met them in company with Mr. Braxton, and stated to them that he brought Mr. Braxton there not only as his attorney but also as the attorney of Isaac L. Platt, whose interests he deemed it his duty to defend in this matter, seeing that his son had no authority whatever from his father to prosecute these inquiries. Mr. Hern-

don then repeated in substance what had been said before as to Samuel R. Platt's object in coming here, and as to his father being an old man retired from business a number of years, and that he was infirm and crazy, and could not live but a few months, and that his son Samuel R. Platt wished to learn what had been done here, and have it cancelled and settled up. To all this Mr. Tibbets refused to give any information respecting Mr. Isaac L. Platt's business, on the ground that Mr. Platt senior had not sent any word to him to that effect, and that his son had not produced any authority from his father, but had expressly stated that he had *no* such authority: and upon the ground also that he would not furnish evidence to prove his principal insane. Upon this Mr. Braxton left, stating that he could be of no use; and then Mr. Tibbets left also: and shortly afterwards Mr. Braxton offered, as coming from Mr. Samuel R. Platt, \$2,500 to Mr. Tibbets to settle and give up all the papers. This Mr. Tibbets refused to do, on the ground that it would be selling his principal to his own private gain and benefit. Mr. Samuel R. Platt also offered to give Mr. Tibbets bonds to any amount he might require as an indemnification to hold Mr. Tibbets harmless from any action his father may bring against Tibbets for breach of contracts, and against any damages that Tibbets may sustain thereby. This too Tibbets refused, stating that he believed Isaac L. Platt to be a man of perfectly sound mind, of good judgment, of acute perceptions, and perfectly able and willing to carry out and complete any instructions that he had given him, and upon which he had acted: and that until he had instructions from Mr. Isaac L. Platt himself, he should make no one acquainted with the state of the business that Mr. Platt had intrusted to his care, but should proceed to execute it to the best of his abilities, according to Mr. Platt's own instructions to himself. The result was that said Samuel R. Platt made the foregoing affidavit, and thereupon sued out the aforesaid attachment against the \$3,500, and commenced suit against Tibbets for \$4,000.

That same night, namely the 26th of March, Mr. Samuel R. Platt returned to New York, and by the same train Mr. Tibbets sent his son-in-law to New York also to see Mr. Isaac L. Platt.

On the very day after all these hostile proceedings of Samuel R. Platt, in the name of his father Isaac L. Platt, that same Isaac L. Platt his father writes to Mr. Tibbets a letter thus: —

LUTHER C. TIBBETS, Petersburg,* Va.

DEAR SIR, — I am in receipt of your two communications of the 24th and 25th inst., and note their contents. But the opposition which has arisen here against my projects are so powerful that I am compelled to abandon them, and instruct you to cancel every thing that has been done in reference to lands of every sort as far as practicable. If in any case you are so absolutely committed as to be unable to withdraw, *that I will sustain and consummate*; but the bitter feelings against you and Mr. Leach, — as bitter as any thing you have ever encountered in Petersburg.* It is probably the same; for, through the commercial agency, the same feeling that existed there has found its way here. *So much of the check as was by me directed to a special purpose for my accommodation with others I do not divert from that object*, for if I cannot live there, I may perhaps be enabled occasionally to visit it. But not at present. In reference to land titles in Virginia this is all important, more than I was aware when my instructions were given, for I am informed there are many complications and difficulties in perfecting them: *do not fail in any of these particulars if any thing is carried out.*

With my kind remembrances to your family and friends, with consideration and respect,

ISAAC L. PLATT.

* Should be Fredericksburg.

Does this letter look like the letter of a man who but yesterday attached the means he had sent to carry out all the purposes *underscored above*, and who commenced suit for \$4,000 against this agent of his in consequence? Does it not rather prove that the suit commenced in his name was done without any authority from him, and without any knowledge on his part, and in direct opposition to his wishes and desires. And does it not place, beyond all power of contradiction, the conduct and action of Samuel R. Platt in direct opposition to the wishes and intentions of his father in whose name he pretends to speak and to evoke the action of the law,— evoking it thus against his own father's *deliberate* and *repeated* acts in his instructions and transmission of money to his agent the said Tibbets? And what too, can be concluded of the Court that will grant and continue, upon such grounds and under such circumstances as these, an attachment against Mr. Tibbets's money in his banker's hands, but that the Court is actuated by motives other than those of justice, and that therefore, those sitting there in the seat of justice, where they have sworn to do *only* justice between man and man, are thoroughly corrupt, thoroughly unjust judges, and ought to be removed from that seat which they so much dishonor, and from that office which they so much abuse, degrade, and profane?

It may be necessary to state here, that on the 24th of March, the day on which we received the check for the \$3,500, we received about two hours afterwards a telegram, purporting to come from *Isaac L. Platt*, to the following effect, “*Don't use check till you hear further from me.*” Before, however, this telegram reached us, we had paid the check into the Bank at Fredericksburg for collection. We telegraphed therefore at once to New York to know the meaning of this, and received in reply the following, “*Use at once;*” and the next day we were informed that *Isaac L. Platt* had never sent such a telegram to us, nor authorized any one else to do so, but that his wishes were, that the money should be used at once for the purpose for which it was sent. This is confirmed in his letter of the 27th of March given above where, *after acknowledging receipt of Mr. Tibbets's letters of 24th and 25th inst., he says, “So much of the check as was by me directed to a special purpose for my accommodation with others, I do not divert from that object, for if I cannot live there, I may perhaps be enabled occasionally to visit it. But not at present.”* At the time of the interview which Samuel R. Platt had with Mr. Tibbets, this check had not been collected, and Samuel R. said of it, “*it will not be paid,*” yet on the same day, within a few hours after, he makes oath and swears “*that Luther C. Tibbets is justly indebted to Isaac L. Platt in the sum of three thousand five hundred dollars, — that there is present cause of action therefor, that he believes the above claim to be just.*”

Here is an oath at *direct variance* with what he knew to be *fact*; for he knew that Mr. Tibbets had *not* received the money for that check: and here is an oath at *direct variance* too with what he believed to be the fact if he spoke the truth, when he said of that check “*it will not be paid.*” So that, *on his own showing*, this man *Samuel R. Platt* is either a *perjured man, or a liar, or both.* The commercial world may applaud this as *smartness*, as speaking by *anticipation*: but we leave it to the judgment of *honest men* of plain common sense, who are neither steeped in the tricks of trade nor in the chicanery of the law, and we feel that they will come to the first conclusion whether they express it or not. What too, we ask, can be thought by *honest men*, of a profession and its practice, where such an eminent and illustrious member of it as Charles Herndon of Fredericksburg, candidate for Senator to the State Legislature in the rebel interest, can, with a knowledge of *all* these facts in his possession, advise his client to take such an oath, and thus to perjure himself? And we ask what is the value of *such a man's belief* as this affiant's, as to Mr. Tibbets's intention “*to remove his own estate, or the money he has [not!] received of the plaintiff, out of this State, &c.?*” And we ask too, where is the protection of a man's rights, as to security of property and life, in a State where a court of justice *can* and *does*, upon the

flimsy pretext of such an oath of such a man, arrest the whole course of an upright and honorable, and law-abiding citizen's entire business, and thereby cut off the entire support of his family, and throw them all into a state of destitution and consequent starvation? Is this the boasted freedom of the American Republic, we again ask; and is this the protection of life and property with which all Europe has been made to ring for now so many years past, and by which so many emigrants have been allured from her shores only to be deceived and betrayed? We could not have believed it, had we been merely told so: but, from our own personal experiences, we are compelled to say, in the name of Truth itself, that it is even so!

As stated before, Mr. Tibbets sent his son-in-law, James B. Summons, to New York, on the evening of the 26th of March, to see *Isaac L. Platt* in respect of the suit which his son Samuel R. had commenced against Mr. Tibbets, and especially to learn from *Isaac L. Platt himself* whether he had given any authority to bring said suit. Said Summons arrived in New York City on the evening of the 27th, and next day, Saturday the 28th March, called at said Platt's house, No. 7 West 20th Street, where he saw him in the dining room, and going up to him to address him, said Platt started up from his chair to shake hands with Summons, upon which Platt's daughter stepped up beside her father and said to him, "Father,—you know that the boys don't want you to have any thing to do with that matter, but will attend to it themselves." Mr. Summons asked him if he had any instructions to send to Mr. Tibbets, and waited a few minutes for him to reply,—which upon his not doing, Mr. Summons, under the circumstances in which he found himself placed, turned to leave, upon which old Mr. Platt started up and said, "Stop!" Upon this he put his hand into his coat pocket, as if he were going to give Summons some paper which he had there, when his daughter again stepped up to him and whispered something to him. He then sat down, and Summons again turned to leave, when up jumped Mr. Platt, and said to Summons that he wished to speak with him. He then came up to Summons, and taking him by the arm walked with him into the front parlor. His daughter followed them: and when her father saw her, he told her to remain where she was,—that he wanted to speak to Mr. Summons. Upon this he spoke to Mr. Summons in a very low tone of voice, asking him if Mr. Tibbets were in town. Summons replied that he was not; and then told Mr. Platt about his own son Samuel R., having come to Fredericksburg. Upon this Mr. Platt asked if Mr. Tibbets had received the money: and then Summons told him about the telegram which Mr. Tibbets had received purporting to come from him to hold on to the check till he, Tibbets, heard further from him. Platt then said that he never sent such a telegram, nor ever authorized any person to send such for him. He said also, that he did not know that his son was going to Fredericksburg, and that he had not given him any authority to commence any action against Mr. Tibbets. He then stated that he was in the power of his sons, and could not do any thing: but he told Mr. Summons to tell Mr. Tibbets to cancel all the contracts he could, and that those which he could not cancel he, Platt, would see that Mr. Tibbets did not lose by. Platt further said to Summons, that he wanted to keep quiet till the matter should blow over, and that he would make his sons believe he had given the matter up, when he would make all right with Mr. Tibbets. Summons then told him about his son Samuel R. having offered Mr. Tibbets \$2,500 if he would give up all the papers he had in his hands: and also that his son said that he, his father, was crazy. This seemed to make the old man feel quite bad. After this Mr. Summons left.

On the day that Mr. Tibbets received by mail Platt's letter of the 27th of March, viz., on or about the 28th of March, he called on Charles Herndon with it, and showed it to him, and said that now he was ready to compromise in that matter so as to bring it to a settlement. Herndon asked Tibbets what he would take? Tibbets told Herndon to write to the sons to consult with their father, and what-

ever their father said he ought to have, *that* he would take: Tibbets made this offer in full faith, that the old man's sense of justice would lead him to do what was right, and he wanted nothing more. Some ten days after this, or more, Herndon called on Tibbets and again asked him what he would take. Tibbets told him as before, and asked him if he had written to the Platts as agreed upon. "Oh," said Herndon, "they will do nothing of that kind." After some conversation he said to Tibbets that they would not now give him more than \$500. Tibbets replied that he would not now take even the sum they had offered him before, *viz.*, \$2500. At last, at Herndon's pressing request to Mr. Tibbets that *he* would name a sum that he would take, Tibbets consented to consider it and let him know: and after due deliberation and consultation with his family, &c., he told Herndon that he would not take less than \$10,000. This determined the matter so far as a present settlement was concerned, and the result of the suit had to be waited for in due process of law.

In the mean time, between Mr. Summons's interview with Mr. Platt and this, Mr. Tibbets had drawn on Mr. Platt, as arranged by him, two drafts, one for \$4,000 being the cash to be paid down on the purchase of the 707 acres advised by Mr. Tibbets in his letter of 24th March, and the other for \$5,250 being the purchase-money for the house which Mr. Platt had instructed him to buy when in Fredericksburg, and of which he wrote to Mr. Tibbets, in his letter dated March 26th, "*the dwelling house I wish purchased.*" These two drafts were both dishonored, and returned to Mr. Tibbets protested, the answer on the protest being, "*out of town,*" while Platt's eldest son John R., swears in his deposition read by plaintiff in court that the reason was, because his father told him that *he had never authorized Mr. Tibbets to draw on him at all for any sum whatever.*

At the meeting of the court in April Mr. Tibbets moved by Counsel to quash the attachment, but Platt's Counsel, Herndon, objected on the grounds that Tibbets's attorney had not given him sufficient notice to enable him to get evidence from New York to meet the motion. This the Court held sufficient, and ordered it, at the request of Herndon, Platt's Counsel, to be put over to the meeting of the Court in May next, for that purpose, then to be heard. At the meeting of the Court in May the motion to quash the attachment was renewed on the part of Tibbets's Counsel, when Platt's Counsel, Herndon, offered no evidence to meet the motion, as he said at the last court he wanted to do, but objected only to the jurisdiction of that Court, although he himself had moved its reference to it on the ground that it was only a Monthly Meeting of the Court, and that the Court could not hear such a motion except at a Quarterly Meeting: this objection the Court held to be good, and the motion to quash the attachment was postponed in consequence to the Meeting of the Court in July; then the trial itself would come on, so that the motion would be useless: the Court however allowed Tibbets to receive the \$3,500 on his giving two good and sufficient Bondsmen in \$7,000 each, to abide the result of the Trial; as effectually keeping thereby Tibbets's money, practically, out of his own hands as did the attachment itself; thus perpetuating the gross wrong and oppression of seizing a man's Banking Account upon the mere affidavit of another without any proof of its allegations, and this too of a man who had no authority to make it in the name of the Plaintiff in the action, and who had so evidently sworn to what the Court must see was utterly untrue. Here was another persecution in the name of Law, of which we have already proved so many, and which seems to be the very life of those Courts and of all concerned in them.

About the end of March or early part of April there appeared in the Fredericksburg papers, three in number, namely the *Herald*, the *Ledger*, and the *News*, a NOTICE to the public with the subscription of Isaac S. Platt, the name of another of Platt's sons: this subscription, however, in the subsequent issues, was altered to Isaac L. Platt. Upon examination of this document in its original writing and with its original signature, we came to the conclusion that it

was not old Mr. Platt's signature, nor his handwriting at all, and we publicly denounced it as such, and called it a forgery. This led to its being attested to by a Notary Public, which attestation and notice itself are on file in court, from which we take the following copy, — viz. :—

Notice is hereby given that Luther C. Tibbets is not my agent, and never has been, and has no authority, nor never has had, to purchase, or contract for the purchase, of any land or other property on my behalf, nor to act as my agent in any respect or manner whatever.

ISAAC L. PLATT.

Dated March 30th, 1868.

Witnesses { F. W. DAVIS.
 { ISAAC VARY.

STATE OF NEW YORK, } S.S.
CO. OF DUCHESS. }

On this 7th day of April, A.D. 1868, came before me Isaac L. Platt personally known to me to be the person described in and who executed the above instrument and acknowledged that he executed the same.

F. W. DAVIS, Notary Public,
Residing in the City of Poughkeepsie.

This document neither gains any more of our assent to its genuineness than did the former: we do not believe, on examination of the writing and signature, that either of them is the hand-writing of old Mr. Platt. Why, we ask, if witnessed to by the notary public, F. W. Davis, *as to its signature on the 30th March*, was not the acknowledgment of the same taken by him on the same day and at the same time? The acknowledgment is delayed for eight days after the signature, though one of the witnesses to the signature is the same person who, eight days after, received the acknowledgment as a notary public. Why is this?

There is no evidence on the document itself that the witnesses' names attesting the signature were signed to it *before the date of acknowledgment*. The signature of old Platt purports to have been put there on the 30th March, but there is no evidence on the document that the signatures of the witnesses F. W. Davis and Isaac Vary were placed there on that day: but the presumption is, from the face of the document, that being called upon to take the acknowledgment, and receiving the acknowledgment from old Platt that he did sign it, that then the subscribing witnesses put their names to the signature of old Platt already and before written there. This is no proof that old Platt himself *signed* that name of his there written,—but simply that he *acknowledged* it to be his signature: and what the worth is of such an acknowledgment, by such a man, for such a purpose as this was to serve, will appear pretty clearly by and by. This is no moral proof, even if it be legal proof, that the signature to that notice is the genuine signature of old Platt, with his own hand, *in a state free from compulsion*, which are necessary conditions to a genuine signature. And for these, and other reasons, we do not now hesitate to declare our belief that it is, and to pronounce it to be, a FORGERY in every respect, as we did in open court upon the trials: and this explains the question we asked, namely, — *Why was not the acknowledgment of the signature taken by the notary at the time he signed his name as a witness to that signature?* to which we add, — *Why was it delayed for eight days after the notary himself witnessed it?* Here it is necessary to revert to what Herndon and Chambers told Tibbets at the Exchange Hotel on the 26th March when they wanted him to sell old Platt to his sons for \$2,500, to be paid, by the by, out of the old man's \$3,500 sent to Mr. Tibbets, and which the son had no more right to offer or to touch than any other person had, and which in any other person would have been considered theft and

robbery, and consequently ought to be considered so in him. These parties stated in the presence of his son and with his son's express sanction, that old Platt was unfit and incompetent to do business, but out of regard for him and his family they did not want to take steps to have him put into an asylum, or to make the matter public: intimating that under certain conditions, they might do so. Indeed Samuel R. Platt expressly stated that they should do so if they could not stop him by other means, and said that he was watched by them, intimating that he could not get away from them. This was confirmed by old Platt himself in his letter of the 27th of March to Mr. Tibbets on the 28th of March, where he writes, "The opposition which has arisen here against my projects is so powerful, that *I am compelled to abandon them:*" and in his own house in New York he told Mr. Summons that, "*he was in the power of his sons and could not do any thing: that he wanted to keep quiet till the matter should blow over, and that he would make his sons believe he had given the matter up.*" This is the key to all his apparent change in his relations towards Mr. Tibbets from this time forth: and at this period there is turning round on his part to a direction exactly opposite to that in which he had stood and acted before. This key has two wards to it;—one of compulsion on the part of his sons, and one of pretence on his own part to deceive his sons. Let us examine this a little.

It was on the evening of Saturday, the 21st of March, that old Platt arrived at home in New York from Virginia. On Monday, the 23d, he writes thus to Mr. Tibbets:—"There was a STORM when I this morning met my eldest son, he even made THREATS, and DEMANDED to know what I had been doing, and even REFUSED to give me a blank check until I had informed him, which I did not."

On Wednesday the 25th Mr. Tibbets's letter of the 24th would arrive, and would be read by his eldest son John R., if not by the rest, but most probably by all. In that letter Mr. Tibbets acknowledges the receipt of the \$3,500, which his sons telegraphed to Mr. Tibbets on that day in old Platt's name to "hold on to check till you hear further from me." On that day also, by the evening train from New York, Samuel R. Platt, in company with his lawyer Chambers, leaves New York for Fredericksburg, arriving there the next morning, viz. Thursday the 26th. On this day old Platt writes another letter to Tibbets in which he says, "*Last night (that is, the evening of the 25th, the day on which Tibbets's letter was received, and on which Samuel R. left for Fredericksburg,) my son-in-law commenced a SERIES OF ASSAULTS, courteous and guarded, but nevertheless not misunderstood by me. My FAMILY are evidently UNITED IN OPPOSING ME, and my son-in-law evidently communicates with them, so that they constitute a SOLID BODY: this requires GREAT DISCRETION ON MY PART, and CAUTION on the part of those who communicate with me. From APPEARANCES my movements are likely to be delayed.*" This was the day when Samuel R. sued out the attachment against the \$3,500, and commenced suit in old Platt's name against Mr. Tibbets.

The next day, Friday the 27th, old Platt writes Mr. Tibbets, "*The OPPOSITION which has arisen here against my projects are so POWERFUL, that I am COMPELLED to abandon them and instruct you to cancel every thing that has been done in reference to lands of every sort.*" On the evening of this day Samuel R. reached New York on his return from Fredericksburg: the next day was Saturday followed by Sunday, which gave time for consultation amongst themselves, and on the following day, Monday March 30th, the notice, already alluded to, was drawn up and signed in old Platt's name, but not then acknowledged. It took a longer time than those two days of Saturday and Sunday to coerce the old man from the state he was in on the 27th (when he wrote the letter of that date to Tibbets) to swear to and acknowledge that signature as his own: it took nine days,—from Samuel R. Platt's arrival from Virginia to the date of the acknowledgment before the notary,—to do this: and any one who knows the obstinacy of old Platt will well understand this, as well as understand too, how, with all the appliances at their disposal, his sons could, in that time, work upon the selfish

nature of the old man, and so arouse his fears as to compel him to surrender to them, especially under *the self-delusion* with which he flattered his own *conceit*, "that he would make his sons believe he had given the matter up." Here was a contest between *force* on the one hand, and *deceit* on the other; the young and strong sons trying to *force* their old, infirm, and imbecile father, (according to their own reports of his condition) and the old father, fox-like, trying by *deceit* to turn "*the sharp corner*" of his sons' opposition to him. Had not the old man been so *conceited* of his own ability to outmauvre everybody else, we think it very probable he would have succeeded; but like other foxes, overunning, he has been caught in his own trap.

But once having made up his mind to bolt the oath, and so turn "*the sharp corner*," he does it heartily and with a will as

"Native here,
And to the manner born:"

and none who try to follow him can doubt that he is an *old hand* at it, though never before *proven* to be so, and that *this* is not the *first* time, he has *so easily* "*turned many a sharp corner*," to use his own phraseology to us scores of times in his loquacious moods, though he was not communicative enough to tell us *how*, nor were we experienced enough in *such* characters to guess *how*. On the 23d of April, sixteen days after he had sworn to and acknowledged the signature to be his, this old man's deposition was taken in New York, which his counsel read in his behalf on the trials. He there says, "The signature to the paper referred to is in my own handwriting written by my own hand: for not only is the signature to said paper in my own genuine handwriting, but the whole article is in my own handwriting."

This leaves no possibility for the old man or his sons to run away from this declaration and its consequences, whatever *other* people may think of the truth of it. But we would, in connection with this, just note the singularity of the phraseology here employed,—"*my own handwriting written by my own hand*:" does this imply a consciousness of "*his own handwriting*" being written by *other* hands? the very thing we have been surmising as *most* probable, and *all but certain*. Or does it imply that *other's* handwriting may have been written by "*his own hand*"? Again he says it is, "*my own genuine handwriting*:" does he imply by this that he has, or that he uses, a handwriting, that is *not* his own *genuine handwriting*, but is his own *feigned*, or *false*, or *forged* handwriting? We ask these questions as arising from the singularity of the expressions, and as accounting, perhaps, for the suggestion which one of his counsel—the one who was introduced as a *foil* to his talented leader Charles Herndon on the trials—namely Barton Jr.—made to the jury in his address to them on the first trial, in respect of a witness who gave his occupation, in answer to a question from this *very learned* counsel, as a writer: the suggestion made to the jury by this man "*learned in the law*" was that, "*he wrote other people's names*." He, this finger-post-counsel, did not know the *distinction* between a *writer* and a *forger*: or he *wilfully* imputed the latter to the former: nor did he seem to think that a *writer's* occupation *could support* him unless he *forged*, that is "*wrote other peoples' names*,"—to so mean an opinion of literature and of literary occupation as a means to gain a livelihood, does he point his *mis*-directing finger. On the second trial,—this *booby*—defined by Webster to be a *dunce*—asked the same witness what was the *definition* of a "*Writer*," and when the witness gave Noah Webster's several meanings to that term, the sapient counsel exclaimed, "*very clear indeed!*"—looking himself much like a not very wise looking kind of wild fowl looks, when it has been *shot*, especially as to the eyes. This Solon of the law perhaps has,—nay, *doubtless* had, his own client's,—old Platt and family,—versatility and nimbleness of fingers in this respect before his peering eyes, when he gave utterance to that wise suggestion. However it is

all satisfactorily accounted for now, and with it we dismiss its author to his own barton.

We will now examine in what light old Platt's *forced* acknowledgment that that paper was "in his own handwriting written by his own hand, in his own genuine handwriting, the whole article in his own handwriting"—we will examine in what *light* this declaration places him and those who *forced* him to make it.

For this purpose we shall let old Platt speak for himself, following the direction of what Christ himself said in one of those gospels of which old Platt wrote and published so recently as 1860, *A Comparative View*, as before stated: Christ's words are as follows:—"For by thy words thou shalt be justified, and by thy words thou shalt be CONDEMNED." Matt. xii. 37.

In order to make old Platt's self-contradiction and self-stultification more plain and evident, so that there can be "*no mistake*" about the matter, and no mystification from any "*mystic*" source, we shall place *his* notice, "*the whole article*" which is, as he says, "*in my own handwriting*," in juxtaposition with his letters to Mr. Tibbets, copies of which have been already given in full in these pages, and which were *proved* in court, and *admitted by the counsel of old Platt to be in "his own genuine handwriting."* Here they are:—

PLATT'S NOTICE.

Notice is hereby given that Mr. Tibbets is not my agent, and never has been: and has no authority to act as my agent in any respect or manner whatever.

PLATT'S LETTERS.

March 23:—I now enclose a check to your order for \$3,500: Fifteen hundred dollars for your use in consummating contracts: to be used by you for carrying out my instructions.

ISAAC L. PLATT.

March 26:—All communications to me should be made formal in their character, and strictly of a business character. It was suggested by my son-in-law the land titles in Virginia might be vitiated by the acts of the owners during the rebellion, where liabilities were imposed upon them. This should be carefully looked into, as well as all matters pertaining to titles. To avoid all suspicion, if practicable, let every thing be done in my own name. The payment referred to for cash, I suppose implies at the time of the delivery of the deed, as in such cases a few days may be necessary to prepare, of all which give me due notice.

I. L. P.

March 27:—I am compelled to abandon them [my projects] and instruct you to cancel every thing that has been done in reference to lands of every sort as far as practicable. If in any case you are so absolutely committed as to be unable to withdraw, that I will sustain and consummate. So much of the check as was by me directed to a spe-

cial purpose for my accommodation with others, *I do not divert from that object.* In reference to land titles in Virginia, *this is all important*, more than I was aware when my instructions were given, for I am informed there are many complications and difficulties in perfecting them: *do not fail in ANY OF THESE PARTICULARS, if any thing is carried out.* With my kind remembrances to your family and friends, with CONSIDERATION AND RESPECT.

ISAAC L. PLATT.

And has no authority, nor never has had, to purchase, or contract for the purchase, of any land, or other property on my behalf.

ISAAC L. PLATT.

Dated March 30th, 1860.

March 23.—I now enclose a check to your order for \$3,500: *Fifteen hundred dollars for YOUR USE in consummating CONTRACTS.* The PROPERTY which we looked at opposite Petersburg, for which \$35,000 was asked, seemed to have advantages that could at once be turned to use, and if it could be secured at that, or an advance of ten thousand, WOULD MEET MY VIEWS.

Respectfully

ISAAC L. PLATT.

March 26.—The DWELLING-HOUSE I wish purchased. If in any case you are so absolutely committed as to be unable to withdraw, THAT I WILL SUSTAIN AND CONSUMMATE. I. L. P.

"Look here, upon this picture, — and on this."

"A good mouth-filling oath." "False as dicer's oaths."

"This looks bad: —
But worse remains behind."

And before we proceed to exhibit that "worse," we would ask where is the jury of twelve honest men in all the world who, after reading, or hearing read, these two proven and attested documents, would receive the testimony of this false swearer in any cause whatever? or, in what suit would they listen to, and accept, the evidence of this perjured old Isaac L. Platt? Would they do it in his own case as plaintiff? And yet one of two juries in Fredericksburg did this unhesitatingly, and found a verdict for him upon it: and the court refused every facility requested of it that would enable the matter to be reviewed or carried elsewhere. But we do not consider that these were honest men.

We come now to deal with old Platt's deposition taken in New York on the 23d April last: and we will see first what it says in flat contradiction of the aforesaid notice, for which purpose we again put them in juxtaposition.

PLATT'S NOTICE.

Notice is hereby given that Luther C. Tibbets is not my agent, and never has been, and has no authority, nor never has had, to act as my agent in any respect or manner whatever.

PLATT'S DEPOSITION.

About the middle of March 1868 I was at the house of Luther C. Tibbets of Fredericksburg, — the day before leaving there I think, — and described to him the kind of landed property in refer-

ence to which I wished information. One hundred thousand dollars was I think referred to: this was informally written down by him as a memorandum occupying three or four lines, I think not more, at the bottom of a page of foolscap paper: THIS I SIGNED.

On my return to New York I sent to Mr. Tibbets the sum of thirty-five hundred dollars (\$3,500) as a deposit: two thousand to be used as occasion might require for the purposes of consummating such agreements as I might myself make, based upon specific information furnished by him for this purpose as directed by the memorandum.

The other fifteen hundred dollars was subject to the same conditions, or in other words to be used in furnishing rooms or otherwise as I might advise or direct.

Tibbets was a land-broker he said. I told him to make inquiries for me and report. I never authorized him to buy a sixpence worth of land for me, nor any thing else. I gave him no binding power. I never even gave SUCH POWER TO MY SON.

Comment on the above is unnecessary, except (in answer to Platt's remark that he never authorized Tibbets to buy a sixpence worth of LAND for him), to remind the reader, and himself, of that property of Lacy's opposite Fredericksburg, for which in his letter of the 23d March he authorized Tibbets to give \$45,000: and also of the house and lot in Fredericksburg, of which in his letter of the 26th March he says "The dwelling-house I wish purchased;" and for payment of which Mr. Tibbets drew on him for \$5,250, which draft the Platts let go to protest, and be returned to Mr. Tibbets dishonored. These two pieces of land alone amount to fifty thousand two hundred and fifty dollars, a sum that contains a mighty lot of "SIXPENCES." So much for this old man's regard for truth! and so much for the value of his oath! We will now proceed to show from old Platt's deposition, the restraint under which he is held by his sons as to the management and free use of his own property; a restraint amounting to the deprivation of all liberty therein, and to the imposition of a strait waistcoat in respect thereof: to throw off which, and regain his liberty in the control of his own property, we need not wonder at his wishing "most devoutly," to purchase at once a dwelling-house in Fredericksburg; or elsewhere. He thus speaks, and swears to it, in his deposition:

"My son John R. Platt, now here present, was intrusted with my business. He had acted in that capacity from before my retirement from business, but specially so from the time of my retirement from business: he acted for me and in my place in my absence in the city, or when I was disqualifed in any way from attending to my concerns myself: was in the habit of opening my letters and answering them without consulting me, but reporting to me as things transpired: my check-book was printed, — the checks, payable to his order, were signed by me, and were filled up and indorsed by him: he paid all my bills: the checks were signed by me in blank, and, when I wanted money to pay bills for the house, it

was drawn on a check *filled up and indorsed by him*, and I drew the money. In case of his absence I deemed my son Samuel qualified to act in all the matters and things confided to my eldest son: and in case of his absence I deemed my youngest son qualified to perform the same duties. And I may here add that my family is a unit, and has ALWAYS been: there are no business secrets between us or kept from one another. My son John R. was brought up in my store, and received his education there, and has followed in my footsteps, and on my retirement from business he succeeded to it: had then, and has now, the entire charge of my books and accounts, and as to particulars knows more about them than I do myself: I have not made an entry in any of my books, in reference to stocks or other property of any kind for, I think, a period of ten years, and the only exception to this is, when my son was absent I have filled up a check myself, made it payable to my own order, and used it: but this has occurred but very rarely: he makes out annually the inventory of all that I possess, and of my debts, if I have any: he makes out my returns to the collector of revenue, and has ever since it has been the law. I pass over them and examine them, and sign them, and he sends in the return. My business is an entire system, adopted many years ago, in which he has been thoroughly drilled, and has carried it out in all its details ever since."

Yes; doubtless he has: but he won't thank you, old man, for telling the world that. Your entire system, in which you say your son John R. has been thoroughly drilled, and which you say he has carried out ever since, in all its details, is, judged of by your notice, by your letters, and by your deposition, to WRITE one thing, and to SWEAR another, or, to SWEAR one thing and to WRITE another, so as to be mutually blended and interchangeably mixed, that they never can be discriminated. No wonder that your incomes are returned at only the modest sums of from \$49,000 to \$54,000 or \$55,000 apiece, the latter income being your own as the head of this rich family,—powerful through their riches in a world where proverbially it is said that "MONEY makes the mare to go."

Pitiable as the above picture is of this wretched old man — wretched in every respect with all his money — drawn too by his own hand — (not his money, but his picture) — yet we can affirm, from our own knowledge of him, that he is quite capable of managing his own affairs if he were only let do it. He is thought, by sound shrewd men of business too, to be quite capable of managing other people's affairs, or else he could not be, as he is, or was when at Fredericksburg, a director in the Pennsylvania Coal Company, whose office was at No. 111 Broadway, and to where he instructed us to direct his letters in preference to his sons' business address in Murray Street or to the joint address there, [for the old man has, or appears to have, an office there as well as his sons,] or even to his own house at No. 7 West 20th Street: in reference to which latter place he swears in his deposition, saying, "that I have been held in duress is positively and absolutely false:" while of it he writes "Last night my son-in-law (who lives in old Platt's house, his wife being the housekeeper,) commenced a series of assaults, courteous and guarded, but nevertheless not misunderstood by me:" he does not say rejected and thrown off by him, and his son-in-law put down and put out, as any man of free action and who was untrammeled would do, but that it was "not misunderstood by him." What man, we ask, who was not under duress, would bear in his own house, from his son-in-law, a series of assaults, however courteous and guarded? But it is really a waste of time to examine any thing which this old man either writes or swears to, for we have proved, over and over again, that the one is as false as the other, and that both are "as false as hell" as he himself said of George Leach's deposition, which is the best attestation to its truth that, in the judgment of truthful and truth-loving men, could be given through the lips of this old liar, in whom all truth is inverted, and vice versa, all falsity. Wherefore, when he swears in his deposition "I have heard a copy of the deposition of George Leach read — it is false from beginning to end — there are some facts in connection with it which are true — but as a document it is false," we know

full well that there is no reliance to be placed upon this declaration *unless it be understood to mean exactly the reverse of what it says.* How a deposition can be false from beginning to end, and yet have some facts in it which are true, is another inversion which only he who is turned upside down can explain: or how a deposition, containing some true facts, can be said as a document to be *false from beginning to end* must await the same solution.

In connection with this matter we would just note here, that old Platt swears in this deposition of his, "I furnished all the money to pay expenses of us both, and gave the same to Mr. Leach to pay the bills: that I had no charge of the baggage, or rooms, or any thing pertaining to the travel: the whole was assumed by him, and performed in a way to my entire satisfaction. What money Mr. Leach had of his own I know nothing about. I took \$600 with me, and brought some of it back. I don't think I spent half of it."

Now we submit here, that there is something very inexplicable,—upon *any other assumption than that the old man was coerced to it*,—why he should turn round, in a day as it were, upon Mr. Leach whom he swears he has known for about ten years, and with whom he was on *such intimate terms* as to admit him to his sick chamber when he, old Platt, was in bed, and to whom he told a story of his "*first love,*" *never breathed before* to any living soul, Oh, no!—"*he never told his love,*"—we say it is very inexplicable, that he should turn round upon this man, who performed all his duties in connection with his *money* and *other affairs* in the travel to *his entire satisfaction* only a month previously, and with whom he was *subsequently almost daily* in the most intimate relations of confidence and trust,—that he should turn round upon this man so suddenly, and denounce *his sworn deposition "false from beginning to end"* is, we say, most strange. True, he was *in the presence of his sons* when he did this; and he had told Mr. Summons that "*he wanted to keep quiet until the matter should blow over* (*suppose it should over-blow!*) and he would make his sons believe that he had given the matter up." This may furnish *a clew* to this otherwise *very inexplicable* conduct on his part; so inexplicable as almost to afford *presumptive evidence* that the charge of *insanity*, brought against him by his sons, is true. *This, or compulsion on the part of his sons, or both, will fully account for this old man's altered treatment of his almost bosom friend George Leach, and of his altered treatment towards Mr. Tibbets about the same time; and nothing else will.*

Respecting *this clew*, one of the Jury on the second Trial asked one of the witnesses, if he would give his *opinion* thereof for their guide. He replied that, at the *request of a Juror*, in open court, he could not refuse to do so, impressing upon them that it was *only* an opinion though formed on such strong evidence; it was this: that after the document (and with it there was another notice to give up papers and contracts not specifically noticed here) before referred to, and the other just noted, had been denounced by us as forgeries and old Platt's son Samuel R. stigmatized as a perjured man, old Platt's sons had appealed to their father, supported by appliances which *they have, and of which the old man informed us, to save them, and through them their whole families from the disgrace of conviction for forgery and perjury*, for which they knew Tibbets would *indict them and convict them, if he did not swear that he was the plaintiff in this suit, and that he had signed those documents;* and the old man, thinking it was "*doing good*" thus to save the reputation of *his own family* from eternal *infamy and disgrace, YIELDED to their wishes and threats.* On his conscience and his oath, the witness declared to the Jury, in open court, *that this was his opinion of the matter, and that it FULLY accounted for every thing that otherwise seemed wholly inexplicable.*

The same suggestions will also supply satisfactory reason to solve the problem why old Platt, on the 23d of April, should swear that the relations between himself and all members of his family were altogether harmonious, that "*my family is a unit, and always have been,*"—that all his sons, and his daughter, have

always treated him with the respect due to a parent and a father, and that, as he says, "I have the most implicit confidence in each and all of them, and have always had," while on the very day month previously, viz., 23d March, he wrote to Mr. Tibbets as follows: "I was at home in my house before seven. [On the 21st inst.] But there was a storm when I this morning met my eldest son, he even made threats, and demanded to know what I had been doing, and even refused to give me a blank check: trouble, more or less, is before me." And on the 26th of same month he writes, in reference to the same harmony of his family and himself, "My son, on my first interview with him on my return home, was evidently under the excitement of a dream, in which he saw his mother, who, amongst other things, told who accompanied me South, that our destination was Fredericksburg, that she disapproved of the proceedings: that my property was well vested in New York, and should not be disturbed, and much more that he would not disclose, [in his deposition he says, 'there are no business secrets between us, or kept from one another'] but, as things were tending, what she stated was leading to a consummation, and he awaited further disclosures, where he would not say, but observed that I had peculiar views, and I inferred his impressions were, that hidden things were intended that were not disclosed. Last night my son-in-law commenced a series of assaults, courteous and guarded, but nevertheless not misunderstood by me. My family are evidently united in opposing me, and my son-in-law evidently communicates with them, so that they constitute a solid body; this renders great discretion necessary on my part, and caution on the part of those who communicate with me. I have sketched this before my family were up." And, in reference to the same subject, he writes on the 27th March, "The opposition which has risen here against my projects is so powerful that I am compelled to abandon them and instruct you to cancel every thing, &c., &c.," and so on over and over again. In whatever light you view them, or from whatever point you look at them, they are flat denials one of the other; they are in total opposition the one to the other; though both are sworn to by the same man, the self same old Isaac L. Platt, who writes as well as says them under the direct obligation of an OATH.

"And lays
Such deep damnation on his soul."

Nor is the old man *alone*, in this; or in this, *alone*: but his *three* sons, John R. Platt, Samuel R. Platt, and Isaac S. Platt, *each one* and *all* testify, in their depositions, to the harmony and good understanding subsisting between them, and which *ever has* subsisted between themselves and their father: so that, if *they* speak and swear the truth, they make their father a liar in his letters; and if *he* speaks and swears the truth, he makes each and all of his sons liars and perjured men in their depositions. All this is demonstrated by *their own* sworn statements and writings only; not a single witness against them but *themselves*: and we hope that from this time, on this their own statements upon oath, "*the mercantile agencies, and such other facilities as mercantile ingenuity devises to thoroughly sift character and standing,*" will "*disclose them*" in reference to this perjured family of Platts both father and sons; and that these mercantile agencies might be able to do this, we shall send them a copy of this publication, at the end of which will be found our affidavit of the truth of all the things here stated, with our names signed thereto "*in our own genuine handwriting.*"

One more extract from *old Platt's deposition* before we dismiss it: it is this:—

"We arrived at Fredericksburg about mid-day, as near as I recollect, it was a Sunday. In the afternoon or evening of the day we arrived, Mr. Leach asked me to accompany him to the house of a friend, and he took me to the house of Mr. Luther C. Tibbets, the defendant in this suit. And he introduced me to Mr. Tibbets and his wife and family, and I remained till evening. There were no persons present except Mr. Leach, Mr. Tibbets, and those I suppose to be his

family, and myself. Whilst waiting there together, Mrs. Tibbets assumed a position, different to that in which she had been sitting, that arrested my attention: it was somewhat peculiar; and she commenced a magical discourse, — the word *enchantment* would express my idea better than “magical,” — corresponding exactly with the matter of the manuscript read to me by Mr. Leach. I had never witnessed *any* thing that is called SPIRITUALISM, and had *always avoided* it, and advised my family to do so. I DON’T THINK THIS WAS LIKE IT. At several times after that I again witnessed it, and it always possessed the same characteristic, that of the Arabian Nights’ Entertainment. The whole matter is like a dream to me, and my name was mixed up with it, and the name of violet was also mixed up with it. The effect it had upon me was like that produced upon me by the Arabian Nights’ Entertainment when I was *seven years old*. I was carried away by her fascination. I never heard of Mr. Tibbets until I was in Fredericksburg, nor his wife or family. I think I was at Tibbets’s house *nearly every day*, and witnessed *this same thing* several times: and in a carriage ride to Port Royal, Mr. and Mrs. Tibbets accompanied me.”

In reference to this, it is clear that the old man Platt does not understand, as to its *philosophy*, what he is speaking and swearing about: he is somewhat, in this respect, in the predicament of Horatio, to whom Hamlet said

“There are more things in heaven and earth, Horatio,
Than are dreamt of in *your* philosophy.”

He had never witnessed, that is old Platt never had, any thing that is called SPIRITUALISM, and yet he says, “I don’t think this was like it.” He offers an opinion on oath as a well-informed man, of what he admits *he knows nothing about*. Why, how should he, or how could he, know whether it was like *Spiritualism* or not, if he had “never witnessed any thing that is called *Spiritualism*? ”

These two simple declarations of his, show how apt, and how free he is, to speak about, nay even to *swear* about, what *really* he *knows* nothing of at all himself, from his own absolute knowledge, or experience: and this affords another illustration, if it be needed, of the *value* of his opinions and his oaths. But to continue the old man’s deposition respecting this *enchantment* which possessed for him the characteristic of the Arabian Nights’ Entertainment, — it will be found, by his own confession, that he was himself the inspirer of the entertainment, but whether as Columbine, Clown, or Harlequin, we do not pretend to say, — most likely as the “little Fairie” that governed *all*, — but, whichever it may be, here is what he says of it: — “I remember on one of Mr. Leach’s visits to my house, during my illness, my mind reverted back to the earliest period of my recollection: it was in my mind when Mr. Leach called, and I referred to it, and, in connection with it, I mentioned a circumstance which occurred between myself and a young girl; and the circumstances presented themselves to me as freshly as they did to me sixty-five years ago, (he is now upwards of seventy-five years old) and I recollect a VIOLET with which she presented me, and which I preserved for many years, BUT DESTROYED BEFORE MY MARRIAGE, as I thought I ought to forget her. I also related an incident to Mr. Leach, in which I was standing in the doorway of my mother’s house with this young girl, — her sisters were there also — when two “whip-poor-wills” sat down near us and commenced their song, when they rose and passed so near us as almost to touch us, which made an impression on my mind at the time. Mr. Leach asked me questions which I don’t now recollect.

“The next time he came he brought me a manuscript which he read to me, in which that whole story was wrought out in the style of the Arabian Nights’ Entertainment, in which HE had, very ingeniously, identified ME with the story, which amused and entertained me very much, — it interested me. This was repeated several times afterwards: I mean that the subject of our conversations was after reproduced in manuscript as a story based upon our conversation. I

had, for a long time, contemplated visiting Virginia, where I had been more than fifty years before, and I had been urgently pressed by Governor Pierpont, who had married a niece of mine, to visit Virginia, and in these conversations with Mr. Leach, I have no doubt I mentioned this circumstance. I talked confidentially to Mr. Leach, and he knew of this intention of mine, — I know I mentioned it to him. Mr. Leach left word at my house that he was going to Washington at a certain time, — and I thought I would go with him, as I did not feel competent to travel alone. I wanted somebody to pay the bills, take rooms, and do all that would be necessary on the journey, and when I saw him I told him I would go with him, when he told me that his ultimate destination was Fredericksburg, and I then told him I wanted to go on to Richmond." Now in this there is a very perceptible tendency to an endeavor to insinuate what has openly been said by this old Platt to others, as we are informed, and by others, his sons among the number, of him and of ourselves, — namely, that he was inveigled by us through Leach down here, by means of Mrs. Tibbets's clairvoyant powers, to get from him, under pretext of giving to the Lord's work in his Everlasting Church, what property he had left at his own disposal and control; — and the bitter feelings shown towards us all by Platt's sons prove, to our minds, that they believed this. This charge is covertly contained in this part of this old man's deposition: and we take this opportunity in denying the charge, to challenge any, even the faintest evidence of its truth, and to invite the fullest inquiry into it. And for this purpose we will first examine what old Platt himself insinuates here to mislead his sons; and secondly, we will state plainly what he himself told us about, "the subject of our conversations," which was, as he says, "after reproduced in manuscript as a story based upon our conversations," and in which manuscript he says, "Mr. Leach had very ingeniously identified me with the story."

As to any "conspiracy to inveigle," as has been more insinuated than openly stated, old Platt says here, "I had for a long time contemplated visiting Virginia, where I had been more than fifty years before, and I had been urgently pressed by Governor Pierpont, who had married a niece of mine, to visit Virginia. Mr. Leach left word at my house (a very likely way to succeed in inveigling an old man jealously watched) that he was going to Washington at a certain time: I thought I would go with him: and when I saw him, I told him I would go with him: then he told me that his ultimate destination was Fredericksburg: and I then told him, I wanted to go on to Richmond." Much "conspiracy" here to get him to Fredericksburg, when he swears, "when I saw Leach I told him I would go with him." Certainly this man was a good volunteer, though he was 75 years old almost. But Leach, almost seemingly as if he did not want him told him "his ultimate destination was Fredericksburg," not Washington, as he had left word at Platt's house, thereby informing him that he was going sixty miles beyond Washington, and implying that he would have to leave the old man alone at Washington, but, said the old man, "I want to go on to Richmond," a distance as far beyond Fredericksburg as that place is beyond Washington. Surely here the old man was pressing himself upon Leach, instead of Leach trying to inveigle him to Fredericksburg.

Now as to this young girl who gave him a violet, and who is the person mentioned by himself as "Violet" in his letter of the 23d March, we must refer the reader to page 20, where extracts from Leach's letters to Brodrribb are given, amongst which are the following:

Feb. 9, 1868. — "I will take care to express to Mr. Platt all you say, and as soon as the message is to hand, I will hand it to him."

Feb. 11. — "I have seen Mr. Platt who was much pleased, and believed it all. If in order, he would be glad to have a direct message from the lady in question. He was not very well, and I read it to him while he was in bed."

This proves that old Platt himself asked for what Leach brought him, of which he thus speaks: "The next time he (Leach) came, he brought me a manuscript

which he read to me, in which that whole story [which he himself had told Leach] was wrought in the style of the Arabian Nights' Entertainment, in which he had very ingeniously identified me with the story." One hardly knows which to be struck with most here, the old man's cunning and attempted deceit through perversion of the truth,—or his silly credulity in thinking he could thus throw dust in people's eyes, by which they would be disabled from discovering his tortuous paths, just like the ostrich who, wishing to evade its pursuers, buries its head in the sand, with the bright idea that they cannot then see it.

But all this was done by Tibbets, and his "siren wife," who was an "enchantress;" and all through George Leach, who had engineered the whole concern.

In answer to this, hear what this silly and truthless old man says;—"I never heard of Mr. Tibbets until I was in Fredericksburg, nor of his wife, or family."

The truth of the matter is, that old Platt was the engineer of the whole concern himself. We have seen that he was the author of proposing to visit Virginia; of seeking "a message from that lady;" of proposing to Leach to accompany him; of getting Leach to assume all the duties of paying bills, taking rooms, looking after baggage, and doing all things pertaining to the travel; and finally, of going to Fredericksburg, and thence on to Richmond. And now let us see what he says of "that lady," and who she was, for he alone could tell; although he evidently wants to shift it on to the shoulders of some one else,—on to those of George Leach at least, if no one else can be found to bear it. He says in his deposition that he met her early, when quite young, a mere child,—on two occasions only,—one, when she gave him a violet,—the other, when they were standing together in the doorway of his mother's house, and the two "whip-poor-wills" sat down near them, and commenced their song. He don't say what that song was, but time has revealed it, and it is found to be, "whip-poor-Isaac," and it has ever been till now, sounding gently in his ears unheard by others; but now he has himself given its notes to the world, the external echoes of which will ring in his ears to his dying day on earth, and the internal tones of which will fill his ears in the world beyond this earth. But he has been very confidential with us since "Mr. Leach took him to the house of Luther C. Tibbets, the defendant in this suit," at whose house he was "nearly every day" while in Fredericksburg, from which place he had "a carriage-ride to Port Royal," where "Mr. and Mrs. Tibbets and Mr. Leach accompanied him." During some portion of this time he informed us, that he and "this lady" had met at many periods of their life,—that she came under pretext of calling on his daughter at 20th Street, whilst he knew it was that she might meet him: that when she was seated on a sofa, and when he placed himself beside her and took her hand, she was deeply agitated, and he also: that that sofa had been sacred to him ever since,—and in removing to Virginia he would have "to manage" to get that sofa out of his house and bring it with him: that this same lady had given him a violet which he had kept in a secret place—a drawer in his secretary—the same in which he had been obliged to hide a spiritual MS. for thirty years, written by himself—"The Hebrew"—since published—[and produced in court on the trials and proved as his writing]—to hide it from his wife and family, as they sought in every way to destroy it: that this violet, and also an ancient book on spiritualism that had been lent to him, were stolen from there, and he had reasons to suppose were destroyed by his own wife. This "lady-love" of old Platt's, whom he called "Emily," he informed us was the wife of a wealthy gentleman, with whom he was in constant companionship as one of the Directors of the Pennsylvania Coal Company on Broadway, No. 111: that for years he had passed her house in going to and fro from his own. He described, with melting pathos, his emotions when, after hearing of her illness, he beheld the crape upon her door, and received a written invitation to her funeral.

The old man may have been "fooling" us in telling us all this: that can be easily put to the proof by those interested therein: there must be many evidences

of the truth or falsity of all these things: it concerns us *not at all* whether they be true or false: we had them from old Platt himself, and we give him up as *their author*, and thus wipe our hands of them: but, if we were to judge of *these*, by the experience we have had of their *author's* "lies like truth," we should say, *unhesitatingly*, that we *do not believe* a word of the whole story from beginning to end: but then, as we leave every one in their own freedom to believe or to reject, on the evidence that is placed before them, so we claim the same liberty; and having *now* given the evidence of this *particular point* in the case, we dismiss it to the jury of public opinion, satisfied that it will receive at its hands a true verdict.

We would remark here, *en passant*, that SPIRITUALISM seems a belief in this PLATT FAMILY; for while the old man writes "*The Hebrew*" and publishes it, the eldest son, John R. Platt, is under excitement of a DREAM, in which he saw his mother who told, amongst other things, who accompanied her old husband, John R.'s father, South: told also that their destination was *Fredericksburg* [but this was after they had come back from there, so that, certainly, there was *no test in this*:] that she disapproved of the proceedings: [in which her son agreed with her]: that her husband's property was well vested in New York, and should not be disturbed: [and so thought John R.:] and much more that he would not disclose: [oh! undutiful John R., in a family that is a unit:] what she stated was leading to a consummation: [devoutly to be dreaded, as being evil] but John R. awaited further disclosures: [and will keep them all to himself:] observed that his father had peculiar views: [of which no one who reads this pamphlet can doubt:] and old Platt inferred that John R.'s impressions were, that hidden things were intended, [doubtless they were:] that were not disclosed: [surely not! for had they been disclosed how could they be hidden?] So John R.'s mother's ghost that so excited him, and played "*old gooseberry*" with his father, was a *very wise* and a *very considerate* ghost: —

"And then it started like a guilty thing
Upon a fearful summons!"

Alas, poor ghost!
And, alas! alas! alas John R.!

And now, when finally taking our leave of these persons, ghost and all, we ask in what business community, in what political gathering, in what social circle, in what ecclesiastical body, in what public car, in what hotel, in what boarding house, — in short, where, in all New York City, in all New York State, in what State of America, in any State of all America, can they hold up their heads as honest men, and look into the face of any honest, and truth-loving, and truth-speaking person, and dare to say to such a one "*I am one of the Platts of New York City?*" We are aware of what we may be threatened with in writing and publishing this; but it disturbs us not: we have a duty to perform in exposing to the public these men old and young, and we are fully prepared to abide the consequences, be they what they may: and we dare them to harm us, while we say to them, in the words of the Great Judge, "Out of thine own mouth will I judge thee, thou wicked servant."

And we now publicly and emphatically call upon those men who testified on their oaths to the respectability and standing of these Platts, and to the high position which they held in the commercial world, calmly and deliberately to read the evidence set forth in these pages, and which these Platts themselves have furnished against themselves, and then to say whether they can, *after that perusal*, confirm and maintain the Platts' respectability of standing and high position, or even say that they are worthy of any belief or trust whatsoever.

Those whom we *thus* publicly and emphatically appeal to are, — Nathan Hayden, President of the Chatham and National Bank, New York city: John Q.

Jones, President of the Chemical National Bank, New York city: and John Ewen, President of the Pennsylvania Coal Company, New York city, all of whose depositions are on file in the court at Fredericksburg.

Before we proceed to state the result of the trials, we would call attention to the fact that the suit itself was commenced on the 26th March, and that it was only on the 30th March, four days afterwards, that old Platt, for the first time, executed a power of attorney to his son John R. Platt, or to any of his sons, and that before this day, the 30th March, his son John R., had acted in his father's business altogether on general verbal instructions only, as he, John R., swears in his deposition: and it was upon instructions from his brother, this same John R., that Samuel R. Platt acted in all he did in going to Fredericksburg, and while he was there, as he himself swears to in his deposition.

The first trial came on on Monday the 13th July, when the following jury was impanelled and sworn to try it, namely: Charles E. Bragdon, Ed. S. Chesley, W. H. Bradshaw, William E. Bradley, S. Wesley Cox, William C. Carter, F. A. Cunningham, R. H. Carmichael, William B. Carmichael, R. F. Currell, S. M. Coates, Robert Walker. Charles Herndon, and Barton, Jr., appeared for the plaintiff, and Luther C. Tibbets acted as counsel on his own behalf.

The ONLY evidence offered at this trial on behalf of the plaintiff, was the plaintiff's own attorney, Charles Herndon, supported by a deposition from his attorney in New York, W. P. Chambers: the plaintiff himself offered no evidence; but the court allowed plaintiff to read defendant's depositions, papers, and letters, before defendant and himself used them, or declined to use them; thus taking defendant's defence for plaintiff's sole evidence. Incredible as this may seem, it is nevertheless a fact: and if these depositions, &c., of defendant be withdrawn from the plaintiff's evidence, then plaintiff's entire evidence produced rested upon and proceeded from the then only witness, Charles Herndon, and W. P. Chambers's deposition, both of them plaintiff's own attorneys in the suit. All objections to such a course of procedure, on behalf of defendant, were over-ruled by the court: and upon such evidence the case went to the jury on the afternoon of the 15th: and on the afternoon of the 16th the jury were discharged because they could NOT AGREE. Subsequent reports informed us, that eight of the jurors were in favor of a verdict FOR the defendant, and four AGAINST him.

The trial was then put over to the September term, and one of us heard the sergeant of the Corporation Court (Timberlake) say that, "on the next trial he would have a jury that would agree, and give a verdict AGAINST Tibbets:" in this he kept his promise, for such was the verdict of the next trial, of which we will now proceed to give the particulars.

The second trial commenced on Monday the 14th September, Herndon and Barton, Jr., being counsel for the plaintiff, with whom was now associated — Montague, present candidate for Lieutenant-Governor of the State on the rebel ticket,— while Tibbets, as before, appeared as counsel on his own behalf: the following jury were sworn to try the case, namely: — Christopher Armat, R. B. Merchant, George Aler, Charles Wallace, H. S. Doggett, E. L. Heirrichen, C. P. Curtis, L. O. Magrath, F. W. Johnston, R. H. Eliason, R. M. Goolrick, William F. Buck. We were informed by several people that this was generally considered to be, and was publicly pronounced to be, the worst jury for Tibbets, as a Union man and a Radical, that could possibly be got together in all Fredericksburg. One man on it, George Aler, informed the court before he was sworn, that he heard the evidence on the last trial, and that his mind was made up on it, and that he did not himself consider that he was qualified to sit as a juror on the case. Plaintiff's counsel then asked him, whether, if fresh evidence were produced on this trial on behalf of plaintiff, his mind was so made up that he could not give it an impartial consideration and be governed accordingly in his verdict? to which he replied no, it was not so made up but that fresh evidence could be received and considered by him: he was then sworn on the jury; and, notwithstanding

that not a particle of fresh evidence was offered to the court and jury by the plaintiff, this man agreed with the rest in a verdict against Tibbets; showing clearly, upon his own testimony in court, that his mind had already, before he was sworn on the jury, been made up against Tibbets.

The same evidence as was offered on the former trial was reproduced here, consisting solely of the evidence of Charles Herndon attorney for the plaintiff, the only witness called; and plaintiff's New York attorney's deposition corroborating the same; and of defendant's depositions, papers, and letters, used by plaintiff before defendant had himself used them, or declined to use them.

We now give Charles Herndon's evidence and cross-examination, which have been put on file, and can be produced in answer to the demands of proper persons; it is as follows: —

"Charles Herndon attorney at law and attorney in the case was introduced, and after being sworn says, That on the 26th of March one Samuel R. Platt of New York, together with one — Chambers, attorney at law in the city of New York, came to Fredericksburg, Va., and said Sam. R. and Chambers, himself (meaning witness) and defendant had an interview at the Exchange Hotel in regard to certain obligations Isaac L. Platt was under to defendant. Samuel R. Platt stated that Isaac L. Platt was his father, and that he was an old man very much out of health, very feeble in body, and had retired from business some ten or fifteen years ago, and he did not consider him capable to attend to business. That Samuel R. then asked defendant Tibbets if he had made any contracts for real estate, or words to that effect. Tibbets stated that he had. Samuel R. asked defendant if he received a check for \$3,500. Tibbets said, yes. Samuel R. asked if Tibbets received a telegraph from his father not to use the check. Tibbets said, yes, but too late, as he had used the check. Samuel R. asked, who introduced the plaintiff to defendant. Tibbets said very reluctantly that it was, he believed, George Leach. Samuel R. then asked to see the papers in Tibbets's hands. Tibbets asked if he had any authority from his father. Answer, No. Then, said Tibbets, I refuse to give you any papers, or disclose any thing further without counsel. Tibbets left to get counsel, and at about 12 M. he introduced — Braxton as his attorney, and then stated that he (Tibbets) did not consider that he had Mr. Platt bound for a single dollar. Tibbets said that Mr. Platt was not legally bound. Samuel R. said he desired to stop the contracts, and offered to remunerate Tibbets: that the check would not be paid, and had been stopped. Mr. Braxton was present. That Tibbets would not consent to any compromise. That Samuel R. offered to give Tibbets bonds, and have all the papers and money put into defendant's and plaintiff's attorneys' hands. That Samuel R. did not know what papers Tibbets had, and wanted to find out.

Cross-Examination.

Q. Did Tibbets state that he owed Isaac L. Platt \$3,500?

A. No.

Q. Did Samuel R. Platt state that he had authority from his father to settle?

A. No.

Q. Did he state that he had authority from his father to demand the money?

A. No.

Q. Did he state that he demanded the money?

A. He asked Tibbets to give up the money and papers.

Q. Did he state that he had authority from his father to commence the suit?

A. He did not.

Q. Did he state that he had authority from his father to come to Fredericksburg to look after the \$3,500?

A. No.

Q. Do you know how Samuel R. was to pay Tibbets if Tibbets had accepted his offer?

A. I don't know, but presume out of the \$8,500, or a draft or check on New York.

Q. Did Samuel R. state that his father did not wish to carry out his agreements?

A. No.

Q. Did Samuel R. state that there was danger of loss or depreciation of property here?

A. No.

Q. Did he state that his father had at any time made improper trades or contracts or met with losses?

A. No.

Q. Did Samuel R. state the nature of his father's disease?

A. Not in particular: but gave the impression that it was feebleness of body and mind, was a very old man, and had been quite unwell.

Q. Did he state that his father had met with any losses within the last ten years?

A. I do not remember.

Q. Did not Mr. Tibbets ask Samuel R. if his father had met with any losses that he thought tended to make his father crazy?

A. I do not remember.

Q. Did Tibbets say to Samuel R. that he owed his father \$3,500, and that he should charge him nothing for his services, commissions &c., and that he Tibbets had not made any lawful contracts?

A. No, I do not remember that he did, but Tibbets said that he had not bound the old man for a dollar.

Q. Did Samuel R. state that the check would not be paid?

A. He did, but he did not then know that the check was certified.

Q. Was there on the day of the attachment any money in the hands of Tibbets, or in the bank in Tibbets's name, that belonged to Mr. Platt?

A. I do not know as there was in the hands of Tibbets, but the Bank had passed to his credit the amount of check \$3,500.

Q. For what purpose did Isaac L. Platt send the check?

A. That Platt had made purchases, I presume; he intended to purchase furniture for the house, but I did not know.

Q. Was that purchase complied with?

A. No, it was not: I did not give you a chance, I put a stop to it too quick for that purpose.

Q. Did Samuel R. complain of Tibbets being untrustworthy for amount of the \$3,500.

A. No, he did not.

Q. When did Samuel R. arrive in Fredericksburg, and when did he leave?

A. He arrived in the morning of the 26th March, and left in the evening.

Q. Did you ever see, or know Samuel R. Platt before the day the suit was commenced, viz. March 26?

A. No. I never saw or knew him.

Q. Did you ever see the check referred to?

A. I never have.

Q. Do you know who made the check?

A. I do not.

Q. When was the check put in the bank by Tibbets?

A. I think, on the 24th March.

Q. Where was the check made payable?

A. I don't know, but suppose in New York.

Q. Was the money received by the bank on the 26th March, the day this suit was commenced?

A. I don't know; it was a certified check, and I put the attachment on and held the money, and stopped it from coming into your hands.

Q. Did Tibbets ask Samuel R. if he had *any* authority from his father to act in the matter?

A. Yes, I think he did, and Samuel R. said he had *none*.

Q. Did Tibbets ask Samuel R. if he informed his father that he was coming to Fredericksburg?

A. I think Tibbets did ask; Samuel R. said that he did *not* inform his father.

Q. Did you state in your evidence upon the cross in the former trial, that Samuel R. Platt stated at the interview, held at the Exchange Hotel, that his father was *insane*?

A. I did not.

Q. Are you sure you did not state that? I put it down at the time on my minutes, and don't you think you are mistaken?

A. No, I am not; and if you have it on your minutes, it is wrong; I did not say so.

Said Charles Herndon also swore, that he told Samuel R. Platt that Tibbets was *very unpopular*, — that he was a *nigger man*, and pretended to be *their leader*, — that he had *failed*, — and was *sold out by the sheriff last winter*, — that he had *no visible property*. The court ruled that this part of the evidence had nothing to do with the case, and for that reason it was not *put into* the above document: but, *having been given before the jury as evidence*, it had *its influence* in the case *although ruled out by the court as evidence*. This testimony of Charles Herndon, in regard to Tibbets failing and being sold out by the sheriff, is *false*, and Herndon must have known that he was swearing to an absolute lie; for he acted as attorney to Coakley who *had illegally obtained Tibbets's rent (to become due)* out of the proceeds of *Summons's goods*, who (*not Tibbets*) was sold out by the sheriff, under circumstances that stamp *eternal infamy and disgrace* upon *every one concerned in it*, or lending themselves to it, either by their *silence*, or by their *co-operation* more or less active and open. There is a web of connection between *all* these transactions that reveals Charles Herndon *as the moving spirit of the whole*; — hence it is, that Samuel R. Platt's affidavit, upon which the attachment for the \$3,500 was sued out, and the suit commenced, — (natural enough for a lawyer, as for a shark, when pursuing his prey,) — was founded upon what Herndon had *falsely told him of Tibbets as above stated*, and not upon any thing which Samuel R. Platt knew of Tibbets's business in Fredericksburg, as it should have been. In respect of Herndon's answer that he did *not* state, in his evidence upon the cross in the former trial, that Samuel R. Platt stated, at the interview held at the Exchange Hotel, that his father was *insane*, — we remark here that *two persons*, present at that trial, made minutes of Herndon's answer at the time that he *did* state that Samuel R. Platt called his father *insane*.

It was at this point, and upon the evidence as set forth above, that the plaintiff's counsel informed the court that "*they rested their case*." Hereupon the defendant asked the court for *a non-suit*, upon the ground that plaintiff had not made out a cause of action to entitle him to a judgment: and the defendant proceeded to state the points of law (hereafter set forth) necessary to entitle plaintiff to a judgment; and reviewed a part of the evidence to show that there were no damages proven: — when his Honor — Conway, the presiding justice, stated to defendant that the court could not hear a motion for *non-suit*; — and after some discussion on the part of defendant and the plaintiff's attorneys, and the refusal of the court to hear the motion for *non-suit*, the defendant asked the court to allow an entry in the case, of the motion having been made and denied, and of the defendant's exception to the ruling of the court; — which was granted. The court also stated that the defendant must make out the evidence which plaintiff has introduced, and the case as it *then* stood, in order to grant the exception to be taken; which was consented to by defendant and plaintiff's attorney, at 2.30 p. m. Sept. 14, 1868. For this purpose the court adjourned till next

morning, — when defendant presented to the court in the presence of Herndon, Bartow, and Montague, attorneys for the *pretended plaintiff*, the evidence as above set forth, and the following bill of exceptions, and points of law: these he read to the court, and they also have been put on file, and can be produced to the demands of proper persons: the bill of exceptions, and points of law, are as follow: —

BILL OF EXCEPTIONS.

Corporation Court of Fredericksburg, Va.

ISAAC L. PLATT

against

LUTHER C. TIBBETS.

Be it remembered, that upon trial of above action in open court, Sept. 14th, 1868, after plaintiff's attorneys had introduced their evidence and rested their case, the defendant made a motion for a *non-suit* upon the ground that the plaintiff had not in law made out a cause of action: the court refused to hear the motion: exception taken by defendant, — and the court ordered that the case be made out in writing setting forth the evidence and proceedings of the court on the case. Plaintiff's attorney objected upon the ground that defendant had depositions on file in court, which if defendant did not read they claimed the right to read. Defendant objected upon the ground that after plaintiff's attorneys rested their case, they had no lawful *right* to introduce direct evidence, and that they could not *lawfully*, *under any circumstances*, force defendant to read *his* depositions to make out *plaintiff's case*.

POINTS OF LAW.

1st. To prove a cause of action in law in implied assumpsit, there must be shown an *actual* indebtedness from defendant to plaintiff.

2d. It must be shown that plaintiff consented, or was willing to consent, at the time the action was brought, that the action *should be brought*.

3d. It must be shown that the demand, assumed to be due plaintiff, *was* due, and *had been* demanded by the plaintiff or some one authorized by him.

4th. It must be shown that, at the time of commencing the suit, the defendant unlawfully *withheld* the money from the plaintiff.

5th. The amount of indebtedness must be made out by the *plaintiff's own statement*, setting forth the facts of the case, to show clearly, and beyond a reasonable doubt, that his claim is a *just, lawful, and proper one*; and that *no admissions* of the defendant, to a *second or third party*, can be admitted as *direct evidence* to make out the *plaintiff's case*.

6th That no *subsequent ratification* by the plaintiff can remedy the defect, or *any defects*, made in the commencement of the suit.

After defendant had read these papers to the court and attorneys, he said that he had left some blank places to be filled up in the presence of the Court, and that if there was any evidence omitted he was ready to insert it either from the Court or attorneys, but he himself considered it complete as it was, as he had taken it down at the time it was given. He wished also to have the deposition, then in Court, of W. P. Chambers attached to the evidence, or a copy of the same.

The Court then stated that it should not sign, or recognise, or take any notice of defendant's motion or papers whatever, and that the case must go to trial. Defendant then asked the Court, if the papers were not correct so far as the facts and the evidence: the Court stated that they should say nothing about it, nor have any thing to do with the papers. Defendant then asked the Court to

allow the papers that had been read to be put on file in the Clerk's office ; which was granted ; and said papers were marked by clerk of said Court. The defendant then asked the Court if plaintiff would be allowed to put in direct evidence after closing his case. The Court said that if there were depositions taken by defendant, and if defendant did not read them, then the plaintiff could. Defendant said that on the previous trial, this Court allowed plaintiff's attorneys to introduce *direct* evidence after they had suspended their case : he considered this unlawful, as in law the plaintiff, after resting his case, could only introduce *rebutting* evidence, without special permission of the court and attorneys in the case. The Court said, there were depositions taken by defendant, and if not read by him, the plaintiff could read them. Here the plaintiff's attorney asked defendant, if he intended to read the depositions. Defendant said he did not know, he had not commenced his defence, and wished to know what rights the Court intended to grant before he proceeded : and he then asked the Court, as a right under the law, that plaintiff's attorneys shall introduce all their evidence before defendant is compelled to put in his evidence, and that plaintiff's attorneys shall not, after defendant puts in his defence, have the right to introduce any evidence but what is rebutting. Plaintiff's attorneys asked defendant if he intended to put in the deposition taken by him. Defendant said that he did not know, as he had not come to the evidence for the defence, and could not until plaintiff was through. *The Court then instructed plaintiff's attorneys to read defendant's depositions and papers.*

Plaintiff's attorney then proceeded to read defendant's depositions, and papers, and letters, taking defendant's *defence* for plaintiff's *sole* evidence.

“ Oh, righteous judgment !
A Daniel come to judgment ! ”

After *this*, plaintiff's attorneys stated that, they rested their case. Defendant then asked, if plaintiff's attorneys had *finished* their evidence aside from rebutting ? and they answered that they had. Defendant then *demurred* to the evidence, and asked for a *non-suit* upon the ground that plaintiff had not, even admitting all their evidence to be true, proven enough to entitle them to a judgment. The Court pretended not to understand defendant's motion, and he stated it over and over again, as a question of *law* that should come before the Court, for, there being no dispute of the evidence, it did not belong to the Jury : he also further stated, that after the Court had decided the question of law, *then*, if adverse to defendant, the case should go to the Jury as though the motion had not been made. The Court said that, if the defendant left the question — which was a demurrer to the evidence — to the decision of the Court, *that* decision must be *final*, and the case could not then go to the Jury.

Oh ! most profoundly wise, but *unjust*, judges ! To this ruling of the court the defendant asked to take exceptions, but the court denied the right to defendant so to do.

The defendant then introduced evidence for the defence, which need not be reproduced here, as we are quite willing to “ *rest our case* ” on the evidence which the plaintiffs themselves rested theirs on,—namely on Herndon's *viva voce* testimony, on Chambers's deposition, on old Platt's lying and forsown deposition, and on the confirming depositions of his three sons, John R., Samuel R., and Isaac S. Platt, severally and collectively. After argument on both sides, the case went to the jury, on Thursday about 4 P.M., the 17th September, who, *in about twenty minutes after retirement*, came into court with a verdict for the plaintiff for \$3,500, together with costs, and interest from April 9, 1868 up to the day of payment.

We add here, an account of various sums of money paid out by Luther C. Tibbets in defending this suit, towards which he has not received a single cent, but for all which he is out of pocket, *through the perjury of old Platt and his sons* in this case from beginning to end.

| | |
|--|----------|
| Mr. Summons: expenses to New York, &c. | \$50 00 |
| Copies of papers | 25 00 |
| Attorneys' fees | 300 00 |
| Paid on contracts, to cancel | 250 00 |
| Horse-hire and expenses in looking at property | 40 00 |
| Mr. Leach for coming to Fredericksburg, &c. | 50 00 |
| Taking Mr. Leach's deposition | 13 75 |
| Expenses going to Alexandria for attorneys | 11 00 |
| Incidentals, postages, expresses, advertising, &c., &c. | 100 00 |
| Telegraphs | 15 00 |
| Copying papers and preparing for a motion in April and May | 10 00 |
| " " " " " trial in July | 15 00 |
| " " " " " " September | 25 00 |
| Interest on the above sums | |
| | ----- |
| | \$904 75 |

The simple record of these proceedings will best tell their own story: comment on them is unnecessary: the *animus* of the court is too palpable to be concealed from the perceptions of any person desirous of seeing it in the light of truth.

PART III.

A. ALEXANDER LITTLE, JUSTICE OF THE PEACE.

Closely allied with this subject, and as illustrating it beyond any shadow of doubt that may, by any possibility, otherwise linger on the mind of any reader of these pages, and whom we feel bound to bring forward here, to tell *his own story* of unfairness and foul wrong, of lying and injustice,—and to tell it too in *his own racy language* so indicative of the *blackguardism* in which he has *so conspicuously graduated*,—is a member of that bench of justices who administer the persecutions in the name of law in the Corporation Court of Fredericksburg. This man is also an EDITOR as well as a JUSTICE—editor and proprietor of the *Fredericksburg News*. The only justice we ever heard attaching to him is, the *justice of his name*,—for his name *does indeed qualify*, in every thing, this man who be-littles every quality, and whom then *this quality characterizes*, and who goes by the name of A. Alexander Little:—the very A A's before his name become *little a's*, though he still remains great A A's Little: and if he be a *little drunkard*,—though it is notorious that *he is as great a drunkard as he can be*, yet he is *Drunkard Little*: and if he be a *little foul-mouthed*, yet he is *Foul-mouthed Little*: and if he be a *little bully*, yet he is *Bully Little*: and if he be a *little coward*, yet he is *Coward Little*: and if he be a *little liar*, yet he is *Liar Little*: and if he be a *little slanderer*, yet he is *Slanderer Little*: and if he be a *little editor*, yet he is *Editor Little*: and if he be *herein* a *little beggar*, yet he is *Beggar Little*: in which latter capacity, *in all its meanness*, his issue of November 18, 1867 thus exhibits him:—

DELICIOUS BEEF.—Kendall sent us Saturday, the best piece of beef we have seen since the war. The tenderloin would melt in your mouth, (if you had a chance to put it there.) Our other friends will have to "row brothers, row" to catch up with that beef. Let each man send us a piece, and we will decide who can send the best. Give us and the beef a fair trial.

To see the *point* here, and *how*, by these *little beggings*, he *blackmails* the weak minds — *minds weaker than his own* — who are *afraid* of him — it is needful to state here that “*row brothers row*” appeals very strongly to the sympathies and fears of “*Roice*” the butcher of that place, and, *par excellence*, the butcher of the place, — who therefore, not wishing to be outdone by *Kendall*, and taking the *hint* as the *consequences* of refusal, — does as he is thus *intimidated* to do; and consequently, in the next *little issue*, under date of November 21, 1867, we find the following *little piece* of *Fredericksburg News*, conveyed in the shape of a piece of beef, supplemented with both Irish and Sweet Potatoes either *received*, or expected to be received:

MORE BEEF.— We received the following on Tuesday: Specimen of “Premium” Beef, with best regards of A. P. ROWE.

It is not generally known that “P,” in our friend Rowe’s name stands for PREMIUM, because he always excels. We christen him A. PREMIUM ROWE and shall report on the Beef. It looks excellent and doubtless is “as good as it looks.”

THOSE POTATOES.— We have to thank our friend the Rev. Thomas S. Dunaway for a liberal share of Irish and Sweet Potatoes, raised on his farm in Lancaster County, Va. We shared them with a friend who shares our high appreciation of the potatoes as well as of their liberal donor.

And in a similar way this *little* beggar begs for *wood* for fuel, and other *little* necessities; all of which fit him *so little* to be a justice, that he *is* really, and truly, and in very deed, JUSTICE LITTLE of the Corporation Court of the town of Fredericksburg, Va.: a fitting companion of JUSTICE COAKLEY of whom together we may say

Arcades Ambo:

one the *head*, and t’other the *tail*, of the bench of justices there.

The following are a *few* only out of the *many* lying and slanderous things with which this *little* editor adorns his paper; given here to prove to the world how well he is *qualified* to be the *little* justice whom the people of Fredericksburg tolerate yet smart under in JUSTICE LITTLE.

On October 22d, 1867, the first election at which the colored people *ever* voted in Virginia took place. Tibbets, who had not *then* long resided there, did what he *could* to *secure* and *insure* to the *black man* the exercise of this his newly-acquired *right*. This opened the sluice-gates of the *little sewer* of Fredericksburg, through the channel of the *little Fredericksburg News*: and here are both his “*slime*” and “*ignorance*” as thrown up and claimed by his *little* self:

MUTILATING TICKETS.

Oct. 24, 1867.— Hunnicutt’s son was arrested on Thursday for tearing up Conservative tickets in the hands of negroes and sent to Libby Prison, but was subsequently released.

This negro Harris (the U. S. doctor) was seen to take out of the negro voters’ hands and tear up Conservative tickets here on Tuesday, and *then himself put a different ticket into the ballot-box in place of the voter’s*. Why was he not arrested? Is it too late? Every such vote was clearly illegal and should not be counted. If he does not leave here, the grand jury will certainly indict him as well as his fellow negro Tibbets, who was exposed with mutilated tickets in his hands and openly declared he “would mutilate them if he chose.”

The crimes of such creatures ought not to go unpunished. Each has openly violated the law, and should be sent to the penitentiary. Let the authorities, civil and military, discharge their duty and let no such offender “go unwhipt of justice.”

WHO IS TIBBETS?

The public, before whom he has impudently thrust himself and with whose elections he has volunteered to meddle, have a right to know. Unfortunately we are not acquainted with his history. He is a slimy-looking, ignorant Massachusetts Yankee of the Aminidab Sleek order, and seems to aspire to be the negro’s “Friend and Hero” of the Hunnicutt style. We hear that his familiarities and intimate association with the negroes is disgusting even to them, although they do purchase small wares at his store on Main Street, where they get advice *gratis* to arm

themselves to shoot white people. This fellow is suspected of being a paid emissary of some of those Northern *philanthropic* societies who are trying to sow discord between whites and blacks in Virginia. He came here several months ago and has been going backwards and forwards frequently, and is evidently doing some Devil's work among the negroes. He headed the Union League procession of negroes, and opened the black part of the election we hear with prayer, and then had the impudence to stand all day at the white man's poll, where he is not qualified to vote, and offer Couse tickets to white people. Major Kelley detected and exposed him with *mutilated* Conservative tickets in his hands, took them from him and tore them up. He brazenly remained at the door, where we suppose he was paid to stand, and receive the jeers of the crowd.

He was asked if he would allow his daughter to marry a negro? He replied that if she loved the negro he would have no objection to her marrying him.

White women do you hear that? If he denies this statement we will prove it on him.

The white man or woman who, after this, enters this fellow's store is disgraced. His store is on Main Street, next to Young & Hoomes, and has a woman's figure standing in the doorway. He should paint that woman *black* — black as he is under his ghastly exterior. After the polls were closed he commenced a hypocritical harangue to make fair weather with both sides, when he was interrupted and asked if he had not been detected with mutilated tickets. He prevaricated, said he did not mutilate them and did not know who gave them to him. A bystander said he gave them — *unmutilated* — to Tibbets. Tibbets soon lost his temper, said he would not tell where he got them from, and *would mutilate them if he chose*. He soon after retired, surrounded by a multitude of negroes, many of whom, we hear, were armed.

This is one of the Northern missionaries sent down to civilize the South. We will try to make his civilizing trip a rough road to travel. He and all like him had better go back to Massachusetts. They do us no good, and we don't want to do them any harm. All we ask is let us alone. We don't want to be civilized in your fashion.

We are sorry that plain duty compels us to expose such creatures.

Look at *this indecency* in a justice, — however little he may be, — before a man's trial on which he himself may sit as one of the judges on the bench: how admirably qualified he is for *such* an office and with what confidence in the *just administration* of the law must not this *little justice* inspire the PEOPLE of Fredericksburg, and of all the neighborhood around!

Dec. 9, 1867. — There has been uttered, we hear, some very foolish, slimy, mandlin cant about Tibbets being "persecuted." Who persecuted him? Tibbets said "I will not be robbed." — So said his Northern creditors whose goods Tibbets refused to pay for and had made arrangements to sell at auction. Who else persecuted him? His landlord, who wanted to secure his rent from a man who was supposed to be attempting to defraud his creditors.

Persecution!! Nonsense! Send Tibbets to the penitentiary and hush this foolishness.

And here, in the same paper, is a *little* leader of the same quality: — and here, by the by, the *little editor lets the cat out of the bag*, that we have before hinted at; — but here he owns the whole matter, that "*Northern merchants* (those of Baltimore? no others :) are helping us to drive this troublesome and dangerous man out of town."

"I thank thee, Jew, for teaching me that word."

TIBBETS BAILED!! FOR TRIAL NEXT THURSDAY.

L. C. Tibbets, the Massachusetts, Union Leagno Incendiary, Meddler and Swindler of negroes, and the open enemy of all decent white people, (even of his own daughter, whom he says he would permit to marry a negro,) has been "bailed," with two Fredericksburg gentlemen as his securities, after he had publicly defied the law and its officers, with a drawn dirk in his hand, wounded a citizen, and had to be conquered by sheer force, like any other dog. Instead of being sent to jail, until his trial next Thursday, he is at large, because "he is a stranger" and "got into a passion"!!! We have welcomed many such strangers to hospitable graves.

Verily, we are a strange people, stranger than Tibbets.

While *Northern merchants*, to whom Tibbets, had openly and impudently refused to pay a just debt, are helping us to drive this troublesome and dangerous man out of town, the mi-taken mngnanimity of Southern gentlemen is making our work more difficult, and is placing on them a terrible share of responsibility for Tibbets's further offences against the rights, and honor, and peace of this community, as well as inviting fifty more Tibbetses to come amongst us.

It is the same old mistake we have been making since 1776, bestowing generous warmth, upon the Yankee vipers, who have at last stung our sons, and brothers, and mothers to the death. We say this because, before God, we regard Beast Butler as *the murderer of our own mother*. Proclaimed as he was "an enemy of the human race," he is peculiarly *our* enemy, and he is the head and type, and illustration of the whole Tibbets breed. It is a mistake to treat these creatures as we would treat gentlemen, and we want to drive every such man away from here.

To show that *this man Tibbets deserves no quarter*, we ask the Commonwealth's Attorney to inquire if he is not the same Tibbets who was expelled from the Corn Exchange in New-York city, persisted in being present next day, was ordered to leave, and, on his refusal, commenced a speech; a police officer was sent for, to put him out, whom he resisted (as he did here) and stabbed him *almost to death*. — We have a detective in New York, on the track of this testimony, but we submit that it is the Commonwealth's duty to ascertain the history of this law-defying man, and let it enter into and have due weight at his trial next Thursday. If he is deranged send him to the lunatic asylum; if he is more knave than fool, send him to the penitentiary. Let us be just to our wives and children, and fellow-citizens, before we permit a generous impulse to excuse so grave an offence, in a veteran criminal.

If Tibbets will leave town before Thursday, we will give our share towards paying his bail bond, and we advise him, as "his truly" and as a lawyer and a magistrate, to do so. *His choice is to leave — or live some time within four walls.*

In the following, the *little justice* enlightens the good citizens of Fredericksburg, — that is, the *fifty subscribers* which report says he has for his *little paper*, — as to the "*moral suasion*" with which it is the *duty of every good citizen to "drive away" Tibbets, and such men.*

NORTHERN MEN AND TIBBETS.

Dec. 19, 1867. — We regret to learn that even one Northern man, lately settled here, should have thought our remarks in regard to Tibbets and *such as* Tibbets were meant for *all* Northern men. — The columns of the News will prove that as soon after the surging excitement of war had somewhat calmed, we invited, and urged and welcomed, good, sensible, industrious, Northern men to settle among us. We needed their capital and energy, and the example of thrift, economy and hard work which their experience had taught them, and which our experience had not taught us. All such we have welcomed and wish them prosperity. They will gradually assimilate with our society, to the benefit of all we hope.

But your sneaking meddlesome Yankee, like Tibbets, who comes down here to pretend great love for negroes, and then cheats them; injures the good name of our community in Baltimore (as several of these adventurers have already done) and crowns his conduct by defying the law openly with drawn dirk and maniac frenzy — *such men we do not want*. They are cattle we have no use for. — And it is the duty of every good citizen to help to drive such men away — by "moral suasion" we mean.

We will let Tibbets alone, if he will behave himself — until his next trial. The richest thing however, is, that a man said we "might excite a sympathy for Tibbets" !! — It will be time for Gabriel to blow his horn, when any such namby pamby sickly nonsense begins in this town. We imagine Tibbets with that gleaming dirk knife, in uplifted hand, and frantic face, with his blazing white eyes, and one foot on the box of goods, which he had got from the Baltimore merchant and refused point blank to pay for, and *which he had made arrangements to sell at auction before the attachment was levied* — exclaiming "I will not be robbed." Thou hypocrite, thou that sayest "Thou shalt not steal," dost thou steal?

The Baltimore merchant thinks you tried to do worse. Sympathy for such a man! Is it not enough that two of our leading merchants, to show that this was no persecution of a stranger, generously went his security, although his conduct has injured the mercantile credit of this community. Has he not had a fair trial and a hung jury? Is there any thing that he can justly complain of?

Remember that this man is an incendiary — whether sent here by Northern Radicals, we know not. Read what devil's work is going on in all the cotton States, and then keep your "sympathy" for your wives and children. Or, — go on, sympathize with the Tibbetses, employ Union League negroes in preference to white men on your streets, in your barber shops, in all your jobs and services — and when you reap your reward *you will deserve no sympathy*. You will deserve to be "the servants of slaves."

On the evening of the 29th January 1868, Mr. Tibbets while out in the country looking up corn to buy, rode to Loretto, a distance of about thirty-four miles from Fredericksburg, and put up at the house of Dr. Gannett who, over night, treated him very hospitably and gentlemanly, and, with the good breeding characteristic of all gentlemen made him feel himself quite at home, though in the house of a perfect stranger. But in the morning, Mr. Tibbets found

"A change
Come o'er the spirit of his dream;"

for his host informed him that, for certain reasons, he had mistrusted that he was the person of *whose course in Fredericksburg he had read in the papers,*

and that he had that morning been out to learn if he were that person, and had found it to be true that he was; wherefore he should charge *him* \$2.50 for his entertainment, for which usually he made *no* charge to strangers coming thus to his house, and should request him to leave the house at once; and, had he known *whom* he was taking into his house when it snowed so heavily last night, *he would not have taken him in at all*. All this was the effect of the *little* lies of the *little* editor and justice of Fredericksburg.

On the 6th of February Mr. Tibbets called with Mr. Brodrribb, on the great AAs Little, to demand of him the insertion of a letter in his *little* paper in reference to this matter,— or, in case of refusal, to read him a “*notice*,” of action for libel and defamation of character, with damages in consequence thereof: but this *little* editor was so *frightened* that he fairly shook in his boots, and beat a hasty retreat under *pretence* of calling “*on the military authorities to eject him by force*,” as stated in the following article which appeared in his next *little* issue under date of

TIBBETTS — CRAZY AND IMPUDENT.

This man's lawlessness has been encouraged by the mistaken generosity of his securities and the erroneous verdict of acquittal by the jury. He is unfit, of course, to enter a gentleman's house. His declaration that he would allow his daughter to marry a negro and the fact that he has degraded his own son to keeping a joint-stock negro-store, who is seen on the streets with his arm familiarly around dirty negro men, are sufficient to exclude him from all decent society.

But on Thursday morning last, Tibbets, preceded by a large, greasy looking man, armed with a heavy stick, and with the expression of a highly intelligent bullfrog on his serene countenance, impudently intruded into our office, and crept up so quietly that we were not aware of their presence until close upon us. With persistent impertinence of tone and manner Tibbets insisted on reading some “*notice*” to us. We promptly declined having any communication with him, or reading his paper, or hearing him read it. On his persistence, we pointed to the door and ordered him out of our office. He refused to go.

Of course he deserved to have been immediately ejected by force, and if he had been killed, the law says it would have been justifiable homicide. His remaining was “equivalent to an assault,” and he is responsible in damages to us for the “*trespass*.” In England, as much as two thousand five hundred dollars has been given as “*exemplary damages*” for a much less offence of a similar character.

But believing that Tibbets was crazy, and seeing that his evident object was to provoke violence, we advised his fat friend to take him out—who responded with a grunt. We then sent for officer John Timberlake (all know that his son has been turned out by Gen. Schofield), whose duty as police officer and sheriff of this town was to obey the order of a magistrate. He failed or refused to come; and it is for the court and council to inquire into his conduct.

At Timberlake's name, Tibbets looked like a wild cat, but stood still. We again advised his friend to take him out and ordered him to leave. We had sufficient force (four men and four boys) to have ejected him, but as a last resort, as we did not intend to hear his notice read, as well as to keep the peace, we told him we should have to call on the military authorities to eject him by force. This frightened and enraged him, and as we reached the office door, he began to read his “*notice*,” but was so excited that what he read no one in the office could give any account of.

This man's whole conduct proves him to be crazy as well as depraved. He continues to prove our estimate of him to be true. None but a madman would have acted as he did, whatever is his object; and nothing but our forbearance, considering our larger force, saved him from personal injury. We think he is such a fool that he really did not know that he was committing an outrage and violating law.

What he is after, roaming about this section of Gen. Schofield's military district, it may be well for the proper officers to inquire. Of course no decent man, white or black, should knowingly permit him to enter his house. He intended and tried to cheat white Baltimore merchants. He boasted of his cheating poor ignorant negroes—the evidence of which we furnished Col. Johnson to be sent to Washington. In fact, Tibbets is one of those fanatical moral missionaries from Massachusetts who prefer darkness to light, and put black for white. Having gained the black's confidence, he seeks the black's gains.

So much for Tibbets.

P. S. We hear that officer Timberlake says he thought we wanted his son, who had been, but was notoriously no longer, a constable—our messenger testifies that he told him two or three times that we did not want his son, but wanted *him* and had sent for him to come *at once*.

So much for police officer and sheriff Timberlake.

This visit of Tibbets and his “*fat*” friend, “a large, greasy looking man, armed with a heavy stick, and with the expression of a highly intelligent

bullfrog on his serene countenance," did keep this little liar and slanderer quiet for the rest of the time they remained in Fredericksburg; but on their leaving that place he piped out his great satisfaction, through his little penny trumpet the news, that he (little Little) had had "to pour a little oil of vitriol over him (the essence of this little living hell on earth) and rub it in with sand-paper :" his own dirty little said paper the news: over which operation — performed with his own hands, so accustomed to rub it in with sand-paper, as are sandy little's hands — his little face would light up with the fiendish glare of a little devil — not printer's devil — but the genuine little hell devil who spirts out, or squirts out, his "little oil of vitriol" the life of the little devil that is in him, or otherwise of the Devil Little. Here is his open confession on that subject, which confession may help shrive his little soul: and thus we leave him, poor little devil!

Sept. 28, 1868. — Tibbets has left town. The Radical party has lost its candidate for the county, and the community is thus deprived of its most conspicuous carpet-bagger. Poor creature. He came here about eighteen months ago with the crazy notion that by being a "Friend and Hero" among the darkies he could make money and get office. If he had behaved himself, his industry and half-cracked energy might have won him at least a living. But offensive meddling with our political affairs, lawlessness, difficulties with Northern creditors, his own landlord, &c., and his cheating our servants made it necessary to pour a little oil of vitriol over him occasionally and rub it in with sand-paper. Of course Tibbets howled, the public laughed. Finally the loss of his lawsuit with Mr. Platte of New York caused him to give up the fight and retire from the field. He evacuated the premises during the past week, saving all his baggage except what officer Taylor seized on Friday night, and the house was found open on Sunday, "empty and desolate." The whole party had cleared out.

This is a good sign. If such a carpet-bagger as Tibbets has to "give it up," we may hope to be delivered from such vermin in future, and the native scalawags will learn to behave themselves, and cease to aspire to offices for which they have no qualification.

This town and section, therefore, offers peculiar advantages and attractions to good, honest Northern men, who wish to settle where adventurers and meddlers do not disturb the community, and where there is no danger of heavy taxes to pay for the run-mad schemes of crazy fanatics and knaves.

P. S. — A letter dated Aug. 19, 1868, was found in Tibbets's house, which said "the Ku Klux Klan were trying to drive him out of town, and to murder all the Union people everywhere" that he had received warnings to leave, and threatening to kill him; he went to the military commander here to get protection, and had thus far escaped — but he had to be careful and keep his doors locked, and at night he and his wife had to sleep with pistols under their pillows and two axes on the side of the beds, &c. Doubtless Tibbets will say he was driven away. With such lies Northern ears are stuffed. Let him go.

PART IV.

And now, in corroboration of all which we have said of the state of Fredericksburg and its neighborhood, and of the "justice's justice" so amply administered there, we print the following letter received by us since we left there, written to us by a Union man good and true: —

HOLYOKE, Dec. 8, 1868.

LUTHER C. TIBBETS ESQ.

Dear Sir,—I was surprised on going to Fredericksburg to find you gone; and by the by I should like to surprise some of my neighbors as much in the same way, if I could accomplish the feat, for I can tell you that I am as tired of this state of things as any one can be. If I had command of speech as Clay had, or use of the pen like Webster, Congress and the world should understand

the state of things as they exist at the present time: and it astonishes me that Congress does not realize our situation, and apply a remedy.

The remedy is simple, and would be as speedy as it is simple, if Congress would enact that all those miserable rebels shall be removed from offices of every kind, from the constable up, and fill their places by the appointment of *loyal men*, — to hold them until after an election can be had to elect others. It has been said that *loyal men cannot be found: I say they can be found*. When the office of magistrate was vacated in our district, Schofield filled the vacancy by appointing as mean a rebel as the district could boast of, notwithstanding that Mr. L. R. Boxby was there to have filled the vacancy; and everybody who knows Luther R. Boxby, knows him to be *in every way competent* to fill the position, and at the same time they know him to be *thoroughly loyal*.

Congress can do another way: they can take the affairs of Government out of the rebels hands, and put them into the hands of the Military Authorities. One thing is certain,—that if Congress fails to do something in that way for us, we are still in a bad way for some time to come. I doubt if we can elect the republican ticket in this state, if the Freedmen's Bureau is withdrawn from us, and those old officers hold on their offices. I don't think a two-thirds vote can be polled: not only the blacks, but many of the whites, will be intimidated out of voting: and the way the case now stands, a *loyal man* cannot get the first shadow of justice in a court of law.

I have had two suits, and am floored in both as *illegally* as can be. One case they refused to allow my *offset* against the plaintiff, when the plaintiff himself admitted in court that it was just and equitable:— still the magistrate ruled that I must pay his demand and then warrant him for my claim, when it is a notorious fact, and known to the magistrate, that an execution of any amount against him could not be collected.

Another case:— I was warranted for a debt long since paid. I appeared for trial; and after waiting two full hours, and no plaintiff came, they tried to have me put off the case. I of course refused, and called for a *nonsuit*, which, after a while, they granted: *the case was dismissed* at the expense of plaintiff, — *judgment entered up* accordingly, and I *discharged*, and started home. Some time after, the plaintiff came, and the magistrate started a messenger to recall me and proceed with the trial. I, of course, kept on about my business: they sent the *second message*, saying I *must* come, for the case would proceed. I concluded to go back, and see what they would do with the case. When I got back to the magistrates, they had sworn the plaintiff in his own behalf in my absence, and had taken his evidence;—And when I ask for an appeal, of course I am refused. Now I would ask you what *can* a man do here, under such a state of things? But why recount to you, who know, by bitter experience, the *brimfull measure of injustice that is always turned upon the head of the unfortunate loyalist*.

Can't you see some of the members of Congress, and press it upon them, by some enactment to relieve us of some of our burdens, which we have borne long and patiently,— and still they get no lighter.

Can't you see Gen. Butler, and get him interested? tell him that life in Dixie is getting almost insufferable; tell him I say so: if he asks who I am, tell him I am the man who *warned* him, when he first went to Fortress Monroe, that if he were caught outside of his lines, his life was not worth the asking. Tell him I am the man who warned President Lincoln *twice*, that the first rebel who got a chance, and had the courage, would take his life as soon as he would a wild beast's. Tell him also that the nature of the beast is still unchanged, and that, if they had the power, they would annihilate us at a *single blow*: and then ask him, is there *no* way of moving Congress in our behalf? And not only Mr. Butler, but many other Congressmen to whom you can have access. I know, if I were in Washington, I would try to give them a realizing sense of our situation, and urge upon them to try to relieve us speedily as possible.

We have had a splendid fall, — weather warm and dry for a long time, — work nearly all done and ready for winter, — family enjoying usual health, — and all wish to be remembered to you.

Please drop me a line ; — and if any thing is likely to be done, tell me *what*, and *when* ; and now, for the present, I must close.

With kind regards to your family

I remain, yours respectfully,

PAUL COLEMAN.

All this will prepare the public to receive *without surprise*, though we think not, and we *trust not*, without *indignation*, the following reply of Gen. Stoneman's Assistant Adjutant General, to a request for an inquiry into these matters, when complainants could *in person* be present to furnish evidence, and to meet those who had robbed them : to which request, the Assistant Adjutant General of Gen. Stoneman replies, "I unhesitatingly state that I regard the people here as *orderly, law-abiding, and peaceable*. *I think the courts in the main are pure, and unbiased, above the pettinesses which are more than hinted at in the communication.*"

Yes ! Assistant Adjutant General, and *more than hinted at here* ; *proved beyond doubt*, — though you are not expected to see it.

WASHINGTON, D.C., Oct. 16, 1868.

MAJOR-GENERAL GEORGE STONEMAN,

Military Commander, 1st District, Richmond, Va.

Sir, — I have resided in Fredericksburg for nearly two years, and on the 21st and 25th of September last, I and all of my family, consisting of ten members, had to leave the State to prevent being murdered by the Klu Klux Klan. For about four months previous to our leaving, we had to keep our house well fastened, and ourselves well armed, by day and night. I appealed to the military commander at Fredericksburg, viz., Lient. Greenough, twice for military protection, but, as his sympathies were entirely with the rebels, I could not get the least encouragement, or protection from him.

At last the people became so bold and defiant, that I could not obtain any redress in the courts for my wrongs done me, no matter how aggravating and unlawful the wrongs were. The courts were bound to go against me for the simple reason that I was a Northern man and a Radical.

When we left, or rather made our escape from Fredericksburg, we were not owing a single dollar, and still they took all of our furniture, beds and bedding, cooking utensils, and much of our wearing apparel, so that when we arrived here, we were almost entirely destitute of the most common articles for *our daily necessities*. They have also taken some ten thousand dollars' worth of property under what *they call law*, which is, in fact, nothing less than highway robbery.

I called on the Secretary of War, and he advised me, as did also Gen. Howard, to make my complaint to you, which I now do : and if you request it, I will furnish all the facts necessary to make my statement herein good.

Should you think proper, or wish to inquire into the matter, I should like to be present in person to furnish that evidence, and meet those who have robbed me of my property, — provided I could be protected in my rights under the law.

It is my intention to return to Fredericksburg as soon as I can be assured of my lawful rights and protected in my legitimate business.

My situation is such, that I need assistance in obtaining redress for the *great wrongs* done to me and my family ; and I pray that you will favor me with an early reply, and see that justice is done to all parties.

Yours with respect
LUTHER C. TIBBETS.

To the above, the following letter was received in reply :—

HEADQUARTERS, FIRST MILITARY DISTRICT, STATE OF VIRGINIA,
RICHMOND, VA., Oct. 26, 1868.

MR. LUTHER C. TIBBETS, Washington, D.C.

Sir,— I am directed by the Commanding General to inform you that your letter of the 16th instant having been referred to the military commissioners 14th division of Virginia, has been returned with the following indorsement :—

“ Concerning lawsuits of Mr. L. C. Tibbets, I am informed as follows :—

“ I. Suit was brought by Northern creditors, parties who had furnished him his stock as a merchant. The court decided the creditors were entitled to their pay, and a sale was therefore held under order of the court.

“ II. Suit was brought against said Tibbets by parties named Platt, Northern men, whose money was in Tibbets's hands for some purpose of land investment. The Platts desired to withdraw the money say \$3,500 from Tibbets on ground that Platt senior the father who had made the contract, was unfit to make contracts, being of imbecile mind, &c. Tibbets refused to recede from the contract unless some large sum was paid him. (\$10,000, I am told.) This case was in the courts several times and each time decided adversely to Tibbets.

“ III. A suit was had here by Tibbets and as far as I know the only one that any Southerner was interested in. A Mr. Coakley took legal steps to secure to himself certain rent money claimed to be owing by Tibbets and a sale of effects was made to satisfy that.

“ As to statements that Mr. T. was forced to leave here to avoid being murdered I regard them as purely sensational. I have no reason to suppose that any “ Klan ” exists anywhere in this vicinity. It is quite possible that some foolish young men, have sent anonymous threats couched in the fantastic language and emblem well knowing Mr. Tibbets's highly excitable character.

“ As to his remarks upon the courts here and the safeguards of life, I unhesitatingly state that I regard the people here as orderly, law-abiding and peaceable.

“ I think the courts in the main are pure and unbiassed above the pettinesses which are more than hinted at in the communication.”

If you desire any further investigation or action in the matter you can apply to Brevet-Major R. L. Bennet, Captain 21st U. S. Infantry, who commands the troops at Fredericksburg, who is also the military commissioner there, and by whom you will be assured of personal protection.

Very respectfully,

Your obedient servant,

S. F. CHALFIN,

Assistant-Adjutant-General.

In reply to the above the following letter was sent by Mr. Tibbets, viz.:—

WASHINGTON, D.C., Oct. 30, 1868.

MAJOR-GENERAL GEORGE STONEMAN,

Military Commander 1st Dist.: Richmond, Va.

Sir,— I am duly in receipt of the letter of S. F. Chalfin, Assistant-Adjutant General, of the 26th inst., in reply to mine of the 16th, informing me that it had been referred, by your commands, to the Military Commissioner 14th Division of Virginia, and giving me a copy of the indorsement returned thereon.

I beg now respectfully to call your attention to the fact that, *I requested that, should you think proper to inquire into the matter, I should like to be present in person to furnish evidence, and to meet those who have robbed me of my property, provided I could be protected in my rights under the law.*

This is what I asked of you, and it is what I have a right to demand, and what I shall persist in demanding till it is granted to me.

Instead of this investigation in the presence of all parties, I am informed that an *ex parte* inquiry has been made; and from the report of that inquiry it is evident to me, that the very parties of whom I complain are those who have furnished this *ex parte* evidence, which you seem to expect shall be satisfactory to me.

I emphatically deny the truth of the whole "indorsement," and ask for a fair and impartial investigation of the whole matters of complaint which I have to make against the courts and authorities in Fredericksburg, and who, I say, have not given me justice because of my politics, which are what are called Radical, and which they all so much hate.

Brevet-Major R. L. Bennet, to whom you refer me, was not in command when these occurrences transpired, and he must therefore have obtained his information either from the records of his predecessor in office,—*of whom I complain*,—or of the parties themselves in Fredericksburg against whom I twice complained to this very predecessor; and I submit that neither of these sources is that from which justice can be obtained, or expected.

I was advised, both by the Secretary at War and by Gen. Howard, to apply to *you*, and that if I did not obtain redress thereby, I was informed that I should next apply to Gen. Grant as vesting in him under the Reconstruction Acts, and therefore, if you refuse me an inquiry when I can myself be present and offer evidence of what I allege, I shall prefer appealing to Gen. Grant rather than to Brevet-Major R. L. Bennet.

I am, sir,

Very respectfully,

LUTHER C. TIBBETS.

And now to demonstrate the emphatic denial of the truth of the whole "indorsement," as stated in the above letter:

I. It is stated in this "indorsement," "concerning lawsuits of Mr. L. C. Tibbets," that "suit was brought by Northern creditors, parties who had furnished him his stock as a merchant." In reply to this we say, that no "Northern creditor," nor any Northern man of any kind whatever, brought any suit against Mr. Luther C. Tibbets during the whole time he was in Fredericksburg. The suit that was brought, and under which all those unjust proceedings took place that are exposed in these pages, and that were presented to Gen. Schofield in our sworn statement of November 30th, was brought against Mr. J. B. Summons, and not against Mr. Luther C. Tibbets.

The "indorsement" says "The court decided the creditors were entitled to their pay, and a sale was therefore held under order of court." The cases did not come before the court at all: but, "said J. B. Summons consented, under a written agreement with claimant's attorneys, that the sheriff should proceed at once to the sale of the goods, without waiting for any decree of the court." See sworn statement sent into Gen. Schofield. And the sale was held under this agreement, and not "under order of the court" as stated in the "indorsement."

And while this sale was going on Justice Coakley sends Timberlake, without any attachment, or warrant, or written authority of any kind whatever in his behalf, to collect out of Summons's goods, the rent to become due by Tibbets: these are the facts, and not those stated under the first head in the "indorsement." And were there ever, any such facts, in any other country of the world, for which redress could not be obtained? This was reserved for free America!

II. "Indorsement" says, "Suit was brought against said Tibbets by parties named Platt, Northern men:" this is false: Tibbets had no dealings with Platts. Northern men: he knew only one Platt, and had dealings with only one Platt, viz. Isaac L. Platt of New York City, who did not commence any suit

against said Tibbets, and who did *not* authorize *any one else to do so*: and yet the Corporation Court of Fredericksburg issues out an attachment, in *this man's name*, upon the false oath of *another* Platt, with whom Tibbets never had *any* dealings whatever, and whom he never saw, or heard of, till the day the attachment was issued. *Infamous!*

This lying "indorsement," under article II., says further, "The Platts desired to withdraw the money, say \$3,500, from Tibbets, on ground that Platt senior the father who had made the contract, was unfit to make contracts, *being of imbecile mind &c.* What right had these Platts to desire to withdraw the money which their father had sent only three days before: they had no authority from him to do so: he was *never proved to be of imbecile mind*: is it come to this, in free America, that the *dicta of sons can render their father unfit to make contracts?* that *they can do*, what alone a *very solemn judicial procedure is authorized by law to do?* and is *this* to be sanctioned by a court, even though it be *only* the Corporation Court of Fredericksburg? and is *this* to be also *defended* by a Department of the General Government? If so, good-by to *all* freedom on American soil;—that is, on the soil of the *so-called UNITED STATES!!* What father is safe there? Said "indorsement" further goes on to say under same article, "Tibbets refused to recede from the contract unless some large sum was first paid him (\$10,000 I am told). This case was in the courts several times, and *each time decided adversely to Tibbets.*" The whole of this is a *lie*. The particulars are given in the preceding pages, and can there be read in the true facts of the case. But we ask this official servant of the people of America, this reporting Assistant-Adjutant-General, who it was that told him this? and we expect too to get an answer, for we mean to have one. And we tell him for *his* information, that he states what is a *lie*, whether he knows it or not (and we are inclined to believe that *he knows nothing about it whatever*) when he writes "*this case was in the courts several times and each time decided adversely to Tibbets.*" There were *two* trials, and one of them resulted in a hung-jury: this cannot be said to be *adversely* to Tibbets. The other was decided *adversely because the jury was packed for that purpose*, and the trial was *unfairly conducted*, and the verdict was *contrary both to law and to the evidence*: and it is of *this* we go to Gen. Stoneman to complain, when we are met by this flippant and untruthful "indorsement" of his Assistant-Adj.-Gen. Chalfin.

III. Said "indorsement" goes on to say, "A suit was had here by Tibbets, and *as far as I know* the only one any Southerner was interested in. A Mr. Coakley took legal steps to secure himself certain rent money claimed to be owing by Tibbets, and a sale of effects was made to satisfy that." The writer of this "indorsement" may well say "*as far as I know,*" for that is a saving clause to him, while it proves that he, official as he is, reporting on something he was sent to learn about, *knows nothing at all about it*—like most other official persons. There are *two* absolute falsehoods in this short quotation: *first* Mr. Coakley did *not* take *legal* steps at all in the matter, but quite the reverse, Justice though he be: and here is the *gravamen* of our complaint, which is made so lightly of by this *indorser*. Secondly, it was *not* to secure "certain rent money claimed to be owing by Tibbets," but *certain rent money to become owing!* Can't the *official* see the *distinction* between the two? anybody else can see it. "A sale of effects was made to satisfy that," says the "indorsement:" and that is *true*.

And pity 'tis, 'tis true:

for it is a *damning disgrace* to a *free country*. "Indorsement" then goes on to say, "As to statements that Mr. T. was forced to leave here to avoid being murdered, I regard them as purely sensational." When Tibbets complained to Gen. Stoneman and asked protection, &c., he did not want to know the *regard* his Assistant-Adjutant-General might have in respect to it,—whether *sensational* or

otherwise : he wanted the permission to give evidence himself of these things. And so, when "indorsement" goes on to say, "I have no reason to suppose that any 'Klan' exists anywhere in this vicinity :" — here are the letters from the 'Klan' furnished : — and, we ask, have all these warnings throughout all the Southern States been so purely sensational, that any rational man could be expected to be satisfied with this "I have no reason to suppose," in the face of daily, and bloody, and murderous facts, recorded in every paper, as to the South, whether those papers be published North or South? As to the suggestion of "indorsement" "that some foolish young men have sent &c., &c.," — it is too puerile, — it is absolutely insulting to the public common sense, — for one of its servants to offer such in the face of the daily diabolical records of these "Klans" the whole country through.

And finally, as to what "indorsement" writes in the following sentence, — "As to his (Tibbets's) remarks upon the courts here and the safeguards of life, I unhesitatingly state that I regard the people here as orderly, law-abiding, and peaceable. I think the courts in the main are pure and unbiased, above the pettinesses which are more than hinted at in the communication," — we appeal from his unhesitating regards, to the deliberate judgment of THE PEOPLE upon the facts herein stated. But what, let us ask, in the name of common sense and fair dealing, should be done to this official who, on being sent to report on this complaint of Tibbets, and who ought to inquire before he reports, is satisfied, if he does inquire, with such a set of palpable barefaced lies as this indorsement contains? The only excuse that can be offered for him is to say — and we believe the fact so to be — that he contented himself with the *ex parte* statement of the party complained against, and expected this to satisfy the complainant :

O ! excellens custos ovium, lupo !

If this be the truth, and it is the best excuse that can be framed for the man, then it shows what value is to be placed upon *official investigation*, and its *reports* : and yet, it is for these worse than *worthless* reports, that the country is so heavily taxed to keep up the machinery by which they are manufactured : —

"Something is rotten in the State of Denmark."

And it is because we see this *rotteness*, this very *corruption*, reeking and heaving with its foul life that sends a moral pestilence into every class and condition of society, ramifying itself into every artery and fibre of the body politic, and into every social circle in the land, that we use the *plain terms* we do, and which we know full well are at variance with the conventionalities and courtesies of life, — but of a life of *seeming* only — not the life of *reality*, — and we wish to reach, by these *plain* but *true* terms, though they may seem *coarse* to "ears polite," those *perceptions* of men to the *true* forms of evil that have been so buried up

With devotion's visage,
And pious action, that we do sugar o'er
The Devil himself.

Devils don't like to be called devils, devils though they be : and men who are but *devil's agents* don't like to wear their tickets in their names, but would rather be called after another sort : and yet the divine truth itself said of them, "Fill ye up then the measure of your fathers. Ye serpents, ye generation of vipers, how can ye escape the damnation of hell!" Matt. xxiii. 32, 33. Shall we be wiser than wisdom, and more gentle than the gentle Jesus himself? "The servant is not greater than his lord." John xiii. 16, xv. 20.

PART V.

CONCLUSION.

The foregoing is a recital of wrongs and injustice judged of even by the laws of the State of Virginia itself, and supposing those laws to be administered by men *qualified* to administer them. But if a set of men usurp functions which they are in no wise qualified *by law* to discharge, and in the exercise of those usurped functions commit all this iniquity and wrong, culminating in such persecutions as amount to a violation of every guaranteed right of American citizenship under both the law and the constitution, what *then* shall be said of the matter! It assumes in that case a proportion that takes it out of the category of *individual* suffering and wrong, of *individual* persecution and violation of the rights of citizenship guaranteed to *every* American, whether native-born or naturalized according to the laws made for that purpose: it assumes in that case a proportion and magnitude that strikes at the very root of the security of the person and property of every individual man, woman, and child, inhabiting this country: for if persons in the South may *usurp* such powers, and *exercise* such usurped powers without any *signal punishments overtaking them therefor*, persons in the North, sympathizing with those in the South, will soon find *some means* whereby to follow their example, and a revolution will be in active operation in our midst before we are well aware of it, the horrors of which will make those of the Rebellion pale before its bloody work.

That the men who administered the law, or rather who *perverted* the law *in* its administration, in all of the cases related in the foregoing pages, occupying a space of time of about twelve months, were *usurpers*, because *disqualified* by the Fourteenth Amendment to the Constitution, see the following decision of Judge Underwood of the U. S. District Court of Virginia, reported in the Washington *Chronicle* of Dec. 31, 1868: —

RICHMOND, VA., December 30. — Sally Anderson, who was released from the execution of the death-sentence by Judge Underwood, and afterwards re-arrested by the mayor, was to-day finally set free. The county authorities made no requisition for her; the attorney for the county putting it on the ground that if the court made requisition and executed her, it would be a direct disobedience of Judge Underwood's decision, and it could not try her again without conceding that all its actions since July were illegal and nugatory.

Gen. Stoneman declined to instruct the mayor in the matter, and accordingly the prisoner was turned loose at noon to-day. The decision of Judge Underwood, under which she is freed, is that no judge or clerk of a court disqualified by the Fourteenth Amendment is now, nor has been since the adoption of the amendment, a legal judge or clerk, and that the proceedings of all courts of which they form a part are illegal.

Under this decision of Judge Underwood, given in the U. S. District Court of Virginia, the *verdict* in the Platt case *falls entirely to the ground* and all action by the court consequent thereon: and the men, who,

“Clothed in their brief authority,
Played such fantastic tricks before high Heaven
As made the angels weep,”

are stripped of their power to do evil, — it falls from their palsied hands, while they stand naked before their countrymen, embodied forms of spite they cannot vent, — of venom they cannot spit, — harmless as the toothless serpent, and ridiculous as the bundles of old clothes that are set up on high in burlesque forms of the human kind to scare the crows away: unless, indeed, Gen. Stoneman be allowed, by those above him, to still continue these men in office in the

very teeth of this decision of Judge Underwood, thus using the military power against the law when in favor of the loyal people, and using it in favor of the rebels in spite of all law to the contrary, himself thereby inaugurating that very civil war which his office was created to prevent, and for which he was clothed with its powers, but which he has prostituted in the service and for the ends of the rebels.

That there is very great danger, and indeed every prospect of this, let our friend Paul Coleman, of Holyoke near Fredericksburg, again bear testimony. Writing under date of December 20th he says: — “ I should consider no sacrifice or expense too great, if I had the capacity or the power to make Congress realize the true state of things, even in Virginia. But I fear, if a faithful and true statement of all our trials, and of the bitter feelings of the Southern people towards us loyal people, were made to them, they would think it must be exaggerated: so I have forbore to complain. With regard to my last case in court, I consider it about a fair sample of their proceedings with Northern men. I was prosecuted by Edgar Crutchfield before a magistrate’s court at Thorusburgh for an account which was paid in 1862. [See particulars of this in his former letter, page 57.] They will get judgment against me under those proceedings, and then where is my redress?

“ With regard to Gen. Stoneman, I think as much of him as you do, and as little of him as you can: and as for getting redress through him for any of my wrongs, I should have very little confidence in it. Why Congress, or any other power, can force such men as he upon us, I cannot conceive. Is there no way by which his removal can be effected, and a thoroughly loyal man placed in his stead? I do not ask for a man who would persecute or harass Southern people; far from that: I only ask for a man who will see that we are not persecuted or harassed.”

And under date of December 26th, he writes thus: — “ I am doubtful if any changes will be made if it depends on Gen. Stoneman to make them. It appears that, at the earnest solicitation of prominent rebels, he has agreed to, and has ordered the extension of the *Stay Law*, after having given his word that it should not be done. If he will thus go back from his word in one instance, we have no assurance that he will not go back on any thing for the accommodation of the old rebel party. In fact Jack Mayre has just returned from Richmond, and he assures his friends that there will be no removals: he says that is all bosh; and I think, by the animated appearance of his friends, that they place implicit confidence in his assurance. If that should prove to be the case, I think it is high time that Congress took the matter in hand, and gave us relief in some way: either in effecting the proposed changes, or by putting the State Government into the hands of the military authorities: for the government, as it now exists, is just no government at all, as far as getting justice is concerned. I have neither time nor space to give you an account of some of the most damnable judicial decisions that have been made in this county aside from my own, which sinks into insignificance beside some of them. I do insist upon it that, if something is not done to take the power out of the hands of the present officials of the State, the State Government will fall back into the hands of the old rebel party in spite of all our exertions: not only many negroes, but many of the white voters, will be deterred from voting for the adoption of the Constitution through fear of persecution, which fear would be removed by the removal of those officers, who know well that by losing their positions they lose their influence over this class of voters, and therein lies, in a great measure, their great aversion to the change. I am surprised that Congress cannot see it as it is, and act in the matter for our immediate relief. Should the government of the State get back into the hands of that old rebel party, our case will be intolerable indeed.

“ With regard to filling the judicial offices of the State, I see no difficulty if the attempt were made in earnest, and in good faith: but I have never yet seen it

attempted. I know of many loyal men in this county, and yet when any office has been vacated by death or removal they have been filled by the appointment of the bitterest rebels. If Congress could be as a mouse in the wall at some of our courts and judicial proceedings,—especially where a Northern man was convicted of stealing *his own horse* (a case which actually occurred at our Court House, and but for the interposition of the military authorities the man probably would still be in prison) I think their eyes and ears would be opened to the necessity of the measure I advocate."

It is high time that the people of the North, east as well as west,—whatever Congress may do, or whatever Congress may *not* do,—should open their eyes to the mighty change in the minds of loyal men which circumstances of this kind are now rapidly working and bringing about. Thinking men begin to see that the General Government of this country is either *unwilling* or *unable* to protect its loyal citizens: that it is either *hopelessly corrupt*, or *utterly imbecile* and *incompetent* to its great responsibilities. Reflection awakens in men's minds the thoughts of great organic changes, which thoughts taking form, and embodying themselves in action, (as all thoughts do, sooner or later, unless dispelled), rapidly bring on a revolution, when the very condition of things which before was deprecated as the greatest of evils is seen to be the only true remedy, rendered inevitable by the *corruption* and the *helplessness* universal in the great governing power, or rather in the antagonistic and contending powers into which that controlling power has been split up and thereby rendered inoperative.

Congresses and administrations are shifting things: but the people is eternal. If their institutions are inadequate, through changes, to the necessities of the times, or because they have fallen into decay, the breath of the people can remove them, and put others in their place. The history of the Presidency just expiring is full of premonitions in this direction, to which we may have more particularly to refer before we close these pages: but before we do this, we will see what lessons the subsequent experience of ourselves, brought upon us because we were Union people true and *loyal* to the principles represented by the flag which we had *sworn* to respect and defend—and which we were the only persons in all Fredericksburg to hang out from the windows of our house, and under which the people there would not walk if they could help it—that flag which, more than any other, allures the peoples in the hopes of liberty by her bright-star-streaming-light,—to—shall it be said—disappointment and destruction, because its protection is allowed, *even yet*, to be disregarded by traitors with impunity,—we say, we will see what lessons *our* subsequent experience offers, to draw the minds of our countrymen with our owa into the calm contemplation of such mighty and revolutionary changes.

For this purpose we will continue our narrative,—with the distinct declaration on our part that we relate it for the good of others, and *not* in the expectation of the advancement of our own individual interests; for we do not *dare* to hope, from our past experiences, that our *wrongs* will ever be *righted* thereby. But we bring it prominently forward here, to show up the whole system of *sham* and *pretence* which the General Government has become, and to use it as a text-book from which we may address our countrymen, and by which we may show them that what is our lot to-day may be theirs to-morrow unless some greater and more radical changes are inaugurated and executed than have ever yet been seriously proposed. We use it to warn them—that as we have had to sink under the burden of attempting to uphold the principles of the *Union* as established by the successes of the *Union army against the late Rebellion* and represented by the stars and stripes—to take example by us and our losses and sufferings, and not to venture on so dangerous and so worthless an attempt, unless they are better provided for all its contingencies than we were.

And now to our narrative.

Mr. Tibbets preceded the rest of his family by a few days, for the purpose

of procuring some place ready to receive them on their arrival after their flight from Fredericksburg. At Washington he became acquainted with a Mrs. Statts, a Western lady residing there, who sympathized much with him in the position in which he and his family were placed, and who greatly assisted us after our arrival, with the loan of beds and furniture, and among several other kindnesses introduced us to Mrs. I. S. Griffing, General Agent of the National Freedmen's Relief Association, whose office is at No. 394 North Capitol Street. Mrs. Griffing introduced Mr. Tibbets to General Howard, who, on hearing his statement, wished him to return to Fredericksburg and still live there, promising himself to write to General Stoneman and order him to furnish Mr. Tibbets with military protection for himself and family if he would only return and continue to live there. This, Mr. Tibbets declined, as now coming too late, — stating that his family were even then in the act of packing up their goods for the purpose of removal to Washington, if they could only succeed in getting away from there.

This we accomplished on the night of the 25th September, arriving in Washington on the morning of Saturday the 26th, — *all but penniless*, and with no resources save what our personal effects may fetch, such as watches, plate, jewelry, clothes, &c., &c., which we had succeeded in saving (in part) from the talons of those *harpies* of the law which, like birds of prey, gather together to pick at and to plunder the property of every man that they can bring within their reach so that upon it they may gorge and fatten themselves.

In this dilemma we sought to put ourselves into funds by sending round from house to house, or nearly so, (in Georgetown where Mr. Tibbets had hired for us a house) one of his sons with a basket stocked with such articles as we had, offering them for sale that we may procure *honestly* and *independently* bread for ourselves to eat. Here, however, we were met by the *law*, which requires a license of *one hundred dollars* for any person to be allowed the *privilege* or the *right* of selling *his own personal effects* in order to keep himself and his family from *starvation*. This took us fairly aback not a little: and we began to *feel* the *difficulties* which the *poor* have to contend with even in this *great and free* country to which, under some strange delusions, all the poor of the "old countries" *have been* accustomed to flee for refuge, but which from this, and other illustrations yet to be given, will be seen to be *now* no land of refuge for them, but one of hard and ceaseless toil, where they are weighed down by *heavy taxation* in some of its *worst forms*, and from which the "old countries" *have freed* themselves, especially those *taxes pressing upon the industry of the masses whereby they get their daily needs supplied*. But we shall see this more fully illustrated as we proceed in our narrative.

Under these circumstances we felt ourselves *driven* to apply to the Freedman's Bureau for *employment* of any kind by which we could *earn* bread enough to support us, seeing that we were refugees from the South, driven out there on account of the part we had taken in protecting the *freedmen* in their rights, and that one of us had been throughout the whole war of the Rebellion, and was in General Sherman's army throughout his Great March. Our application was all in vain: we were told that we were *white* people, and that the Bureau was established to aid the *colored* people. We then applied to the Bureau for rations for an old colored woman near eighty years of age, who had fled with us, and whom out of charity we had taken to live upon our quarters at Fredericksburg, and who was afraid, as she said, to remain there after we had left: we applied also for rations for a little *colored girl* who had been bound over to Mr. Tibbets, at *her mother's own request*, by the Bureau in Fredericksburg some months ago. At first we were informed, by General Howard himself, that even this relief could not be afforded us; but on subsequent information by the doctor of the hospital he granted us rations for the old woman, but not any for the child. These rations, however, ceased after the *second delivery* of them, for

the store was then closed, and the supply withdrawn altogether from the colored people generally; and the old woman was thrown upon us for support in addition to the child, which, under our circumstances and in our then condition, we felt to be a great burden on us.

At an interview with Gen. Howard on the 20th October, we found Gen. Brown from Virginia with him, to whom we were introduced, and who was endeavoring to make Gen. Howard comprehend the state of things there, for which purpose he at once took up our case as an illustration of what he wanted to enforce on Gen. Howard, expressing his satisfaction that we had come in just at that time. He stated also to Gen. Howard that he knew our case, and that he knew it to be true, for that he himself had forwarded to Washington Col. Johnston's report of it some time ago. This report had reference to the inquiry instituted by the Bureau as to the matter of the 615 per cent profit charged to the colored people on bonnets sold to them by us, as was vouched for by the *little liar*; and though this was disproved by us, and to the satisfaction of the Bureau, as we understood, for we never heard any thing further from it on the subject, yet the Bureau had not the consideration, or the candor, to do us the justice officially to intimate such to the public of Fredericksburg through its agents there,—although the public knew of its official inquiry,—but, on the contrary furnished, by its silence, an opportunity to the *little liar* there to make it appear that we *had not* and that we *could not* clear ourselves of this charge, of which opportunity he took advantage as may be seen by the foregoing extracts from the lying *little sheet* called *The Fredericksburg News*. We always felt ourselves aggrieved by this omission of the Bureau to state the results of its own official inquiry, and we here publicly state so.

We were also introduced by Mrs. Griffing to Mayor Bowen, who received us very kindly, and who gave us introductions to others whom he hoped could aid us in our search after employment—(though to no purpose)—he himself informing us that he had nothing in his power to give any of us to do whereby we could earn means for our *present* necessities, for that he himself had employed eight clerks on the corporation affairs since he had come into office, but that *their* wages were yet *unpaid* because he could not get money from the corporation wherewith to pay them. He informed us that the corporation was near a million of dollars in debt, and that they had not paid their gas bill for *five years*. Under these circumstances he was powerless to aid us, however *willing* and even *desirous* he felt himself to do so, that we may get employment whereby we could keep ourselves, *if only in food*, till something better opened for us, or till we could better adapt ourselves to our suddenly altered conditions.

At another interview with Mayor Bowen he instructed Mrs. Griffing to urge upon Mr. Tullock, Chairman of the Congressional Committee, as a personal favor to himself who had not yet asked any thing at Mr. Tullock's hands, to give Mr. Tibbets and Mr. Summons, or either of them, *temporary employment upon any thing which they could do*: this Mr. Tullock *agreed to do* provided Gen. Howard would indorse the application, which Gen. Howard kindly did: but after all, Mr. Tullock refused to comply with his agreement. Thus we were again thrown *entirely* upon our own resources, poor as they were, and upon our own energies, paralyzed as they were, for our deliverance from the position into which our *faith* in the national honor, as *expressed and represented by the great national party dominant in Congress*, had led us.

Disappointed in *every* source to which we thought we had a *right* to look, we were at last forced to the necessity of raising means for our immediate support by *pawning* such articles as we could best spare and which we thought best adapted to that purpose. Here, in escaping from Scylla, we fell into Charybdis: for the *usury* (commercially called *interest*) which we had to pay on our *loans*,—amply secured as they were by *margins* which money-lenders know well how to draw wide enough,—means *ten per cent per month*, or *one hundred and twenty*

per cent per annum, which, put in other words, amounted to an entire *eating-up* of the principal by the interest in *ten months*, so that, in that short space of time, without the slightest risk or trouble to the money-lender, our property became his own. This was as clean an absorption of our little means, as that of a snow-ball in the hot sun of a spring day; and we felt that we could not go on long at that rate.

In this dilemma a friend came to our help, and introduced us to a kind gentleman who advanced us money on similar security at only *half* that rate, or *five per cent per month*, only *sixty per cent per annum*. This marks strongly the difference between the Christian and the Jew, the former requiring *only* sixty per cent per annum *usury* or interest, while the latter was not satisfied with less than one hundred and twenty per cent per annum. Under this *reduced* tariff of *usury*, we determined to make a great effort to raise a sufficient sum to stock a small store belonging to our house, and which we found we could not let, and which our young son, the would-be-peddler, might look after, in the hopes of making something towards our rent at least, besides affording him needful employment. For this purpose we got together in all, something short of what had cost us a thousand dollars, upon which we got advanced about twenty-five per cent of the cost, at the aforesaid rate of *usury*, namely *sixty per cent per annum*.

But at this point another difficulty presented itself to us, for we found that we could not open *any* store, for the sale of the most ordinary articles, — in our case potatoes, turnips, cabbages, &c., — in short, a *green-grocer's store* on a very small scale, — without obtaining *first* a license at the rate of \$15 per annum from the corporation, and another at the rate of \$10 per annum from the government; together \$25; constituting a very large outlay upon such small means; tantamount almost to an entire prohibition of *attempting*, by such means, to make any thing towards our rent, or towards any other purpose whatever. As nothing else however presented itself for us to do, we entered upon it; and having got our licenses we thought we would make the most of them by dealing in as great a variety of articles, in a small way, as our capital would admit of. With this view we thought we would buy a side of beef and retail it out, thinking from what we heard, that we might have a ready sale for the same, when lo! we were met again by a demand for *another* license, one of *a hundred dollars*, on the part of the corporation, ere we could be permitted to retail out one ounce of fresh meat in our store. “*Credat Judeas!*” we exclaimed, for we certainly could not give credit to any thing so *monstrous* in a *Christian* community; yet we found it to be indeed too true: and so our scheme of making the most of what we had already paid for the *privilege* of doing in this free land, was prescribed within very narrow limits. We began to inquire why *industry*, and “*the liberty to pursue life and happiness*,” were so *highly taxed* in a land whose *INDEPENDENCE* was *FOUNDED* upon that *very principle*, the *DECLARATION* of which has been given forth to the whole world as *the great distinction* of the great American people. As yet we have found no answer to this inquiry, though we are inclined to believe, from all that we have learnt of the tendency of violated national principles to a *re-action*, that the day is not *very distant* when a *most distinct* reply will be given thereto.

But even here we found that our troubles did not end. Thinking it better to sell our effects out and out, rather than let such an enormous rate of interest accumulate against us, we determined to put them up to auction and sell them right away. This we did; and here again we found another grinding process, to say nothing about the *sacrifice* which we had to make in *the prices* which the goods brought: for we had to pay on the *proceeds* of the sale a commission of *ten per cent for selling*, and *five per cent for advertising*. So that what originally cost us \$1,000, was thus sweated down to a very delicate figure indeed, viz.: —

| | | |
|--|-------|----------|
| Original cost say \$1,000 | | |
| Loan on that cost at the rate of 25 per cent | | \$250 00 |
| Two months' usury at 5 per cent per month | 25 00 | |
| Commission on sale of \$250 at 10 per cent | 25 00 | |
| Advertising sale at 5 per cent | 12 50 | |
| Corporation License | 15 00 | |
| Government " | 10 00 | \$87 50 |
| Available capital for a year's trade out of goods that originally cost \$1,000 | | \$162 50 |

Supposing the same *principles* to be put into operation by a person having only \$400 worth of goods thus to raise money on and begin a store with the proceeds, — and supposing that, for want of introduction to a *Christian* gentleman who would be *content* with *only sixty per cent usury per annum*, he were obliged to have recourse to an unbelieving Jew, who would not assist him at a *less* rate than *one hundred and twenty per cent per annum usury* for the two mouths' accommodation till he could dispose of his effects at auction, the account would stand thus : —

| | | |
|--|-------|----------|
| Original cost say \$400 | | |
| Loan on that cost at the rate of 25 per cent | | \$100 00 |
| Two months' usury at 10 per cent per month | 20 00 | |
| Commission on sale at 10 per cent | 10 00 | |
| Advertising 5 per cent | 5 00 | |
| Corporation License | 15 00 | |
| Government " | 10 00 | 60 00 |

| | | |
|--------------------------------------|--|---------|
| Available capital for a year's trade | | \$40 00 |
|--------------------------------------|--|---------|

leaving this poor man with only \$40 to commence his trade with : and yet this man, who has \$400 worth of goods to sell wherewith to raise money, is better off than *thousands* of others who, it is clear, having less than this, must, under this process, and this pressure, be *crushed* to the very earth in their efforts to rise into the independence of self-support by *honest* and *honorable* means ; thus creating a monopoly in favor of the man with money, and at the same time making the poor *poorer*, and the rich *richer* : the very symptoms that are ominous at the present day to the minds of all reflecting men, of the coming ruin and downfall of the old European nations that have ruled the world through so many centuries of moral and physical deterioration to the masses of their respective countries. And yet, before she has completed the cycle of *one century* in her history, the American nation is thus engulfed in the wake of the "old countries," and stuck fast in their ranks of a poverty-stricken and criminal population.

To illustrate this startling fact, in America, of a *poverty-stricken* people leading on to *crime*, which otherwise may appear exaggerated, we reproduce here an advertisement that appeared in the New York *Sun* of October 26th last, with the results as stated below ; the advertisement was as follows : —

WANTED — Fifty (50) men of genteel address, to have light employment for three hours at night, from 7 until 10 o'clock, P. M. : salary \$6 per week. Apply at PETERS's music store, 198 Broadway, at 9½ o'clock, this (Monday) morning.

One of us was informed at this music store, in New York City, by the proprietor, that in answer to this advertisement there were at least *ten thousand* applicants. They were there by 7 o'clock in the morning, and completely blocked up the road for two hours, and broke \$50 worth of glass in the windows. It is impossible to suppose other, than that the very great majority of these *genteel men* were absolutely without any employment : for though some may have sought such an opportunity to make an *additional* \$6 a week by three hours' employment each night, after their other labors were over, and who might have looked upon such employment as a recreation, yet it cannot be supposed that the great bulk of an

army of ten thousand persons could have thus been drawn together, seeking each the same situation, unless want through poverty was the stimulus; and it is a fitting illustration of the evils of all laws, fiscal or otherwise, that tend to limit employments by throwing any impediment in the way thereof, which the system of licenses and all monopolies unquestionably do.

It illustrates also, very forcibly, one out of the many evils of the present monetary system, by which the occupation of large cities is created through the business of distribution, which tends so enormously by means of high rents, large salaries, injury to the goods themselves by exposure and otherwise, to add to their cost to the consumer.

Two other evils also grow out of this drain into large cities, fostered so much by the present monetary system of the nation, which are these: First, that these ten thousand genteel men are taken away altogether from the producing classes which they would become, were they not drained from the country, and of whom America especially stands in so much need, and through whom wealth—not money, which is only an instrument for the distribution of wealth—is produced, and instead thereof, they are turned into consuming classes, giving to society nothing whatever in return therefor. These ten thousand are added to the already over-large population, thereby swelling all the evils of large cities, and themselves suffering therefrom, without the least benefit to any portion of the community, except it be the rich married men (who are not of so much benefit to society as they pass current for) by affording them labor at greatly reduced rates, thus adding to their already over-grown gains.

The second evil is, that a condition of helplessness is induced upon these "genteel men" thus drained into large cities, whereby they are ultimately reduced to greater poverty than any "nigger" young or old, male or female. Surely the industrious, hard-working, wages-earning, because wealth-producing "nigger" through his labor,—the source of all wealth,—will live to "inherit and possess the land" when these ten thousand "genteel men" of the city of New York, or of any other city, are swept away out of life by the diseases and deaths, brought on by the starvation, incident to all large over-crowded cities, that fall too generally on helpless gentility. Oh! lovers of gentility, and haters of toil in the fresh air and bright sunlight of the God-made country, when will ye be wise enough, in the bringing up of your sons, to save them from such horrors, and from such deaths physically, socially, morally, and spiritually?

This state and condition of things, culminating fast in America, as in the old countries, throws up to the surface of society for discussion and settlement, the great question, akin to slavery, whether Capital shall own labor, or Labor shall own Capital. Strictly speaking, it is not the true capitalist that at present wars so much against labor; but it is a money-power, who are not essentially capitalists at all, but are merely dealers in money;—speculators in all kinds of stocks and money securities;—gamesters in fact,—who hazard heavy stakes for this power in all classes of society;—pitting it against all that is noble and elevating in man, and reducing themselves to sordid, grovelling beasts of burden;—yet who by this power, draw to themselves the wealth, because they draw to themselves the labor of others, (as witness the money-lenders, both Jew and Christian, the one of only Sixty per cent per annum, the other of One Hundred and Twenty per cent per annum) because men will not educate themselves into a knowledge of the TRUE USES and NATURE OF MONEY. This is not the place to enter into the distinction between Capital and Money,—one as wide as between Wealth and Money,—but we are bound to show how,—(as the result of our experience with the usurers, and these not worse, by any means, than others of their fraternity),—the seeds of dissolution to society, as at present constituted, are inherent, because ingrafted, in this MONEY POWER that does command such usury without risk, or without labor. All this we might never have been able so forcibly and fact-like, to have brought to the notice of the People, but for that experience of

ours in this way. Now it is a common saying, *common to triteness*, that there is White Slavery, as well as Black Slavery: let us look, therefore, a little into the foundation of this white Slavery, and we shall find that it all rests upon, and springs from, this MONEY POWER.

The issuing of money is a function of Sovereignty. The Sovereignty of America resides in THE PEOPLE. This People delegate their functions to a Government, consisting at present of a House of Representatives, a Senate, and a President, "deriving their just powers from the consent of the governed." "This Government is bound to use its functions for the benefit of THE WHOLE PEOPLE. One of the first and highest uses of Government is to protect and assist the whole People, — the lowest as well as the highest, — the poorest as well as the richest, — in providing the necessities of life for themselves and their families. One of the chief instruments or means to do this is MONEY, whereby the exchange of commodities, one for another, may be effected, as persons' necessities or persons' tastes dictate; so that they may freely enjoy those "inalienable rights" with which "they are endowed by their Creator," among which "are life, liberty, and the pursuit of happiness." If this instrument of exchange (money) of the different kinds of wealth produced by the labor of the people, be insufficient for the people's requirements to those ends, a great evil is inflicted on them, even though it may arise only through ignorance on the part of the Government of the nature and uses of money. But, if this insufficiency of the instrument of exchange arises from design on the part of the Government, or any portion thereof, then a grievous wrong is inflicted upon the People: but still more yet, if this evil and this wrong be inflicted on the People by the Government or any part thereof, for their own pecuniary benefit and advantage, directly or indirectly, or for any other advantage to themselves, — especially if other enactments affecting the industry of the People in regard to "life, liberty, and the pursuit of happiness" run concurrent therewith, and are persisted in, so as to "become destructive of these ends," — for THEM "it is the right of the People to abolish it, and to institute a new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their safety and happiness."

These quotations, printed in italics, are all from the DECLARATION OF INDEPENDENCE, which is the very foundation upon which the American nation itself stands, and is a "higher law" than even the Constitution itself.

Now from these statements and principles we deduce the following conclusion, namely, That as the issuing of money is a function of sovereignty inherent in *The People* by whose authority and for whose benefit the Government itself is established, — this issuing of money can never be delegated to private corporations or individuals for or upon any consideration whatever without alienating the right of the People inherent in their sovereignty and thereby committing treason against them. That this has been done, however, cannot be denied: and that the people are made to pay interest on money that has no legal existence but from themselves, is equally true, and equally absurd. Why should the people pay interest on that, of which they only are the legal creators? The people delegate their power in this matter to the government: the government delegates it to others, — (which it has no authority to do) — and amongst those others may be, and are, members of the government, — taking the government in its broadest form: these persons issue money to the people, — money created by authority of the people, and yet these persons make the people pay interest to them for the people's own money. Was ever a thing so absurd? The absurdity is equalled only by its oppression on the people themselves.

These money-issuers take care to issue only so much, or rather so little money, as may keep it up at a premium: this premium is USURY OR INTEREST: and those of the people who have none of this money, must buy it of those who have, by giving for 't their labor, or the produce of their labor. Those who are compelled

to do this, are the *slaves* of those who traffic in the **MONEY** created by the people, and withholden from them by its insufficiency of supply; that is, by its scarcity. The scarcer the money becomes, the more labor, or the more produce of that labor, must be given for it — to the possessors of the *money*, — (which is the meaning of the term that “*money is dear*,”) — given to them for this necessary instrument of exchange, — so necessary to the “*life, liberty, and happiness*” of every one that its creation has been invested in THE WHOLE PEOPLE as their SOVEREIGNTY. The filching of this sovereign power from the people, and endowing themselves with it, has created the **MONEY POWER** of which we complain, and which is, as we set out to prove, the foundation of WHITE SLAVERY. *Money*, in the present day, is the means of dominion and rule. The man who has *money*, can by it subjugate to himself, for all purposes which they are not strong enough to resist, those who have it not. Hence he becomes their master, and they become his slaves: in which relation many evils are perpetrated that were not exceeded even under the slavery of the lash. Those who live upon the *interest of money*, live upon the *labor of others*, which is slavery to those others, as perfect in principle as black slavery ever was. This slavery has to be abolished, as black slavery has been, and the people’s rightful inheritance of using their own instrument, without the necessity of paying their servants for its use, restored to them.

Read in this light we can see how merciful were the Jewish statutes concerning usury; and indeed, how much more merciful were those laws under that dispensation, than they are under what is called the *Christian* dispensation of our day. It was enacted to the Jews, “If thou lend *money* to any of my people that is poor by thee, thou shalt not be to him as an usurer, neither shalt thou lay upon him usury.” (Exodus xxii. 25). Also, “And if thy brother be waxen poor, and fallen into decay with thee; then thou shalt relieve him: yea though he be a stranger, or a sojourner; that he may live with thee. Take thou no usury of him, or increase: but fear thy God; that thy brother may live with thee. Thou shalt not give him thy money upon usury, nor lend him thy victuals for increase.” (Levit. xxv. 35 – 37). Also, “Thou shalt not lend upon usury to thy brother; usury of money, usury of victuals, usury of any thing that is lent upon usury: unto a stranger thou mayest lend upon usury; but unto thy brother thou shalt not lend upon usury.” (Deut. xxiii. 19 – 20). Under this statute, the Jew who lends to a *Christian*, whom he considers a *stranger*, at one hundred and twenty per cent usury, does no violence to the letter thereof: while the *Christian* who lends to a *Christian* at sixty per cent usury, violates both the letter of this Old Testament and the spirit of the New Testament, in which it is written, “One is your master, even Christ; and all ye are brethren.” (Matt. xxiii. 8). Also, in the Psalms it is thus written: “Lord, who shall abide in thy tabernacle? who shall dwell in thy holy hill? He that putteth not out his money to usury, nor taketh reward against the innocent.” (Ps. xv. 1 and 5). And in Proverbs, those wise sayings of the wise man, we read: “He that by usury and unjust gain increaseth his substance, he shall gather it for him that will pity the poor.” (Prov. xxviii. 8.) The remedy for all this lies in issuing as much **MONEY** as is needed to carry on the business of the country. So that no man need be, except by his own fault, without this necessary instrument of exchange. This issue can be based upon the property of the country, whether that property be the property of the General Goverment consisting of its lands and taxes, or the property of the State Government consisting of its lands and taxes, or the property of the individual unit of THE PEOPLE, consisting of his property of all kinds, amongst which is, in a pre-eminent degree, his credit, based upon his known principles of honesty, integrity, skill, and industry, in their widest and highest signification. There can be no more difficulty in ascertaining a man’s just credit for these things, than there is in ascertaining them in those whom the people elect to enact their laws, and into whose hands they place their lives and properties, and all they hold sacred

and dear: and we venture to say, without any fear of contradiction, that they will be no more deceived in the credit due to the one than they are deceived in the credit due to the other.

As nations can heap up national debts of hundreds of millions of pounds sterling, and of thousands of millions of dollars, for the purpose of slaying one another in war, why cannot they, upon principles quite as sound, (if sound they be) heap up national debts for relieving the distressed, and aiding the needy? Surely the latter would be as *beneficial* to the people themselves as the former! and the people could, and perhaps would, as cheerfully pay taxes to redeem the one as to redeem the other: for all *taxes* have to be *discharged* through *labor* by some one, *labor* being the *only source* of wealth according to the author of *The Wealth of Nations*. Or, what would be better still, they could remove the *causes* of the *need* of such debts altogether, and thus save those taxes and the labor of the few for the benefit of the many *necessitated thereby*. But, whoever heard of taxes *to such an extent*, for no other purpose than to afford aid to the people? And yet the people have not been spared taxation thereby. Yet, if such debts are sound and justifiable for purposes of *WAR*, upon what principle can they be *unsound* for purposes of *USE* to the people in the interests of peace, education, public works, and the relief of want and distress which are, at present, of dimensions so gigantic as to set all private benevolence at defiance. Is there more fear of *abuse* in the dispensation or the disbursement of those means in the calm and quiet of peace, than there is in the disbursement of means in the uproar and excitement of war? We think no intelligent man will be found to believe so. The people must educate themselves *as to the nature and uses of money* as we said before, and they must take into their own hands that function of their royalty, *alias* sovereignty, which lies in the issuing of money, and must provide it in such quantities, and upon such principles, that it shall not be controlled by, and for the benefit of any particular class or classes who use its control as a means of reducing the more numerous class to a condition in which they shall become the servants, or the slaves, of those few who can, by any means, fair or foul, possess themselves of the *MONEY* which can, of right, only exist through the authority of the will of *THE WHOLE PEOPLE*, and which should therefore be for the benefit of *ALL*. Thus would this government be truly a government of the people, and *by* the people, and *for* the people.

Connecting this abuse of the power of issuing money, thus confided to the general government by the people, with the enormous evils that have grown out of it as exemplified in the oppression which the *USURY* practised in this country brings upon the people,— and connecting these also with the kindred evils growing out of the licensing system, and out of the *worst* forms of taxation that press equally with these upon the development and free exercise of the people by which they gain their livelihoods,— and seeing that all these abuses are persisted in, and are made a *source of revenue and gain* to the members of the general government in its widest sense, in their individual capacity,— we put before the people, for their well pondering and consideration, with a view to a practical remedy for all these abuses, the following extract from the *DECLARATION OF INDEPENDENCE*:—

“ Prudence, indeed, will dictate that governments, long established, should not be changed for light and transient causes; and, accordingly, all experience hath shown, that mankind are more disposed to suffer, while evils are sufferable, than to right themselves by abolishing the forms to which they are accustomed. But, when a long train of abuses and usurpations, pursuing invariably the same object, evinces a design to reduce them under absolute despotism, it is their right, it is their duty, to throw off such government, and to provide new guards for their future security.”

Without entering into any statement of our own views on the *great changes* here transmitted by the founders of the nation to the American people as their *right*

to originate and complete, we would simply observe, that the thwarting of the people's will in the impeachment question by a few senators recreant to the trust confided to them by their constituents, and emphatically indorsed by the whole people, points to the necessity of earnestly considering whether the retaining in the government that principle of oligarchy embodied in a SENATE as an UPPER HOUSE, be not in essential conflict with the GREAT DEMOCRATIC PRINCIPLES upon which the AMERICAN NATION was FOUNDED as a government from the people — a government of the people — a government BY the people, and a government FOR the people.

The principle represented by the SENATE is a Government in which the supreme power is placed in the hands of a FEW persons. Whether these two antagonistic forms can be so yoked as to pull effectively together, is a grave question, upon which our recent national experience has, we think, shed a great light on the negative side. This national struggle has also shed a still greater light on the monarchical principle embodied in a PRESIDENT, in which the supreme power is lodged in the hands of a SINGLE person. Whether these three representatives of principles still more antagonistic to each other, can be so harnessed as to run together abreast of each other, or in tandem fashion, one before the other, and can bring the State coach along to the safety and to the satisfaction of the people, is now a matter for their solution : but, the very fact that common occurrences of every-day life have given rise to the publicly bringing forward these questions at a time when men's minds are well prepared to receive and consider them, is, in itself, an evidence of the mighty revolution in which we already live, and which will, ere long, sweep with tempestuous force and violence throughout the entire length and breadth of the land : for, doubtless, in the next Presidency, such enormous crimes will be brought to light, as will startle and shock, not only the American people themselves, but the whole world besides.

"For, behold, the Lord cometh out of his place to punish the inhabitants of the earth for their iniquity : the earth also shall disclose her blood, and shall no more cover her slain." (Isa. xxvi. 21.)

P.S. — Since the above was prepared for publication we have received the following letter : —

OFFICE MILITARY COMMISSIONER 14th Div. Va.
FREDERICKSBURG, Va., Jan. 3, 1868.

MR. LUTHER C. TIBBETS.

Washington, D.C.

Sir, — The joint affidavit of yourself, Summons, Brodribb, and Tibbets Jr. has been referred to me for investigation and report, and as you expressed a desire in one of your letters, to be present at the investigation, you now have an opportunity.

Wednesday is the day appointed for the investigation.

Very respectfully,

G. D. JENNINGS.

Military Commissioner 14th Div. of Va.

To which we have sent the following reply : —

WASHINGTON, D.C., JAN. 15th, 1869.

LIEUT. G. JENNINGS.

. *Military Commissioner, 14th Dist. of Virginia.*

Sir, — Yours of 3d mailed 4th instant, informing me that I now have an opportunity to be present at the investigation that has been referred to you on the joint affidavit of myself, Summons, Brodribb, and Tibbets Jr., is duly to hand this

morning, in which you inform me that the investigation is appointed for Wednesday, and in which you do *not* inform me *where* that investigation is to take place, whether in Washington, Richmond, or Fredericksburg, or *before whom*, and whether the other three affiants as well as myself have the opportunity to attend also.

If by *Wednesday*, you mean to-morrow, you must see how utterly impossible it is for me, from want of time, to make the absolutely necessary arrangements as to counsel and witnesses, and therefore that I *cannot* be present on that account.

Our affidavit was sent in thirty-six (36) days ago, and yet you do not give *me* six hours' notice of the investigation before it is necessary for me to leave to attend it, provided it is to be held at Fredericksburg or Richmond.

If by this I am to understand that the investigation will take place in my absence, I protest against any thing of the kind being done.

You do not promise me protection to my person in the event of my going to Fredericksburg, while you must be aware that without good military protection my life would not be safe in so doing.

The other affiants also claim the right to be present, as well as military protection for themselves, for *none* of us, after our past experience there, consider our lives safe in a visit to Fredericksburg, without that protection whilst there, and till we are safely on our return again.

That the investigation is to take place in Fredericksburg *at all*, is only a matter of inference by me, from its having been referred to you, for you do *not* state that it is to take place at Fredericksburg.

We requested of the Secretary of War, in our memorial to him, an investigation to be made in our presence, where we may give such evidence as we can of the truth of this statement and these allegations before a Military Court of Inquiry as we are entitled to demand, and that *during* this investigation, *personal* protection and safety should be *guaranteed* me.

Awaiting your reply I am,

Yours respectfully,

LUTHER C. TIBBETS.

We, the undersigned, being duly sworn say, each for himself or herself as it respects the particular circumstances applying to each, and the whole together as it respects the common facts known to us all, THAT the statements made and contained in the pages to which this affidavit is attached, which pages sewed together into one Pamphlet are entitled "SPIRIT OF THE SOUTH" &c. &c., are TRUE to our own knowledge and belief, each in our own individual testimony, and the whole together, as specified above.

LUTHER C. TIBBETS.

JAMES B. SUMMONS, JR.

EDWARD BRODRIBB.

FRANK J. TIBBETS.

ELIZA M. TIBBETS.

HATTIE E. SUMMONS.

JOANNA F. TIBBETS.

LUTHER CALVIN TIBBETS, JR.

Witness,—JENKIN THOMAS.

DISTRICT OF COLUMBIA, WASHINGTON COUNTY.

To wit,— On this thirteenth day of January A.D. 1869, personally appeared before me, Jenkin Thomas, a Notary Public, in and for said District and County, Luther C. Tibbets James B. Summons jr., Edward Brodrribb, Frank J. Tibbets, Eliza M. Tibbets, Hattie E. Summons, Joanna F. Tibbets, and

Luther Calvin Tibbets jr., who severally signed the within in my presence and acknowledge the same to be their act and deed.

Given under my hand and Seal the day and year within written.



JENKIN THOMAS,
Notary Public.

I hereby *certify* that the facts in the foregoing statements, as applying to myself, and the whole together as it respects the common facts known to us all, are true.

GEORGE LEACH.

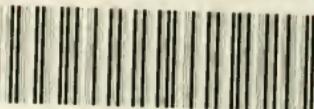
N.B.—The Post Office address of any of the above persons is Box 599 Georgetown, D.C.

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